County of Los Angeles
CHIEF EXECUTIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

February 12, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

DEPARTMENT OF PUBLIC HEALTH: APPROVAL OF AGREEMENT AUGMENTATIONS FOR METHAMPHETAMINE PREVENTION, INTERVENTION, AND TREATMENT SERVICES AND AN APPROPRIATION ADJUSTMENT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to: 1) execute two Assignment and Delegation Agreements substantially similar to Exhibit I, to transfer the Human Immunodeficiency Virus (HIV)/Acquired Immune Deficiency Syndrome (AIDS) Prevention Services duties and responsibilities under Agreement Number H-700861 and Agreement Number H-702632 from Van Ness Recovery House, Inc. (Van Ness) to Friends Research Institute (Friends); and 2) execute Amendment Number 2, substantially similar to Exhibit II, to Agreement Number H-702632 to increase funding by $250,000 from $252,622 to $502,622, 100 percent funded with net County cost (NCC) and to revise the scope of work (SOW) to add the provision of Methamphetamine (Meth) Prevention, Intervention and Treatment (MPIT) services, effective upon execution by all parties, but no sooner than date Board of approval through June 30, 2009.

2. Approve and instruct the Director of DPH, or his designee, to execute: 1) three amendments, substantially similar to Exhibit III, to Agreement Numbers H-700965 (Amendment Number 1), H-701004 (Amendment Number 2), and H-701006 (Amendment Number 1), with Van Ness, Tarzana Treatment Centers (Tarzana), and Rainbow Bridge, respectively, effective upon execution by all parties, but no sooner than date of Board approval through June 30, 2009; and 2) Amendment Number 3,

substantially similar to Exhibit IV, to Agreement Number H-700252 with Being Alive – People with HIV/AIDS Action Coalition (Being Alive) to increase the maximum obligation of each agreement for the provision of MPIT services, as set forth in Attachment B, in the total cumulative amount of $515,000 in NCC for the four agreements, effective upon execution by all parties, but no sooner than date of Board approval through June 30, 2009.

3. Delegate authority to the Director of DPH, or his designee, to; 1) execute any future amendments to Agreement Numbers H-700861, H-702632, H-700987, H-700965, H-701004, H-701006 and H-700252, with Friends, Friends, Cri-Help, Inc. (Cri-Help) Van Ness, Tarzana, Rainbow Bridge, and Being Alive, respectively, for the provision of MPIT services, to extend the term, rollover any unspent MPIT funds and/or increase or decrease the agreement maximum obligation up to 25 percent with existing MPIT funds, at no additional cost, subject to review and approval by County Counsel and the Chief Executive Office and notification to your Board Offices.

4. Authorize the Director or his designee to execute amendments to Agreement Numbers H-700887, H-700891, H-700895, H-700867, H-700862, and H-700938, with Tarzana, Special Services for Groups/Asian Pacific Islanders AIDS Intervention Team, Common Ground, In the Meantime Men's Group, The Wall/Las Memorias and California State University – Long Beach Center for Behavioral Studies, respectively, that will be administratively augmented for the provision of HIV Prevention Health Education/Risk Reduction and MPIT services to extend the term of the agreements until such time as funds are completely expended or no later than June 30, 2009.

5. Approve the attached Budget Adjustment (Attachment C) in the amount of $380,000 to increase DPH's Office of AIDS Programs and Policy (OAPP) Services and Supplies appropriations budget for MPIT services during Fiscal Year (FY) 2007-08. The program increases will be offset through an intra-fund transfer from DPH's Alcohol and Drug Program Administration (ADPA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the amendments will allow Van Ness to transfer their duties and responsibilities to Friends and increase the maximum obligation under Agreement Number H-702632 for the provision of MPIT services, while ensuring the uninterrupted provision of HIV/AIDS services for Los Angeles County residents in Service Planning Area (SPA) 4 through June 30, 2009. Friends was chosen by Van Ness and OAPP because the Director of HIV Prevention Division at Friends will continue to employ the same staff that worked for Van Ness, they will continue to serve the same client case load, and it is expected that there will be no impact on clients. DPH felt that this was in the best interest of the clients

since Van Ness has made it clear that they are no longer interested in providing HIV prevention services and Friends is well-positioned to provide the services in the same location with no displacement of staff or clients or break in services.

The funding increase for Friends, Van Ness, Tarzana, Rainbow Bridge and Being Alive will rapidly strengthen the County's response to the Meth crisis and ensure the immediate provision of vital prevention, intervention and treatment services to the populations at risk for Meth use. Any future amendments to Agreement Number H-700987 with Cri-Help will allow for the continued provision of Meth prevention services in all eight SPAs in the County.

Extending the terms of the HIV Prevention Health Education/Risk Reduction (HE/RR) MPIT agreements will allow the agencies to fully utilize the resources available to them through this program. Because of the short time frame for this first FY and due to the fact that the HIV Prevention Agreements will expire at the end of December 2008, it is important that the providers have assurance that they will be able to continue to provide crucial MPIT services uninterrupted through the end of the FY 2008-09, as part of the County's response to the Meth epidemic.

FISCAL IMPACT/FINANCING

The agreement maximum obligations amended under recommendations 1 and 2, for the provision of MPIT services, will be increased as follows: $250,000 for Friends, $158,333 for Van Ness, $158,333 for Tarzana, $178,334 for Rainbow Bridge, and $20,000 for Being Alive. Funding for these increases will be 100 percent offset by NCC.

Any unspent funds for OAPP and ADPA's MPIT efforts in FY 2007-08 ($750,000 Countywide prevention/intervention funds and $1,000,000 Third Supervisorial District treatment funds) will be available for use in FY 2008-09.

The Budget Adjustment in the amount of $380,000 will increase OAPP's Services and Supplies appropriation budget for MPIT services provided in FY 2007-08. The program increase will be offset through an intra-fund transfer from ADPA. The Budget Adjustment not only reflects the amounts identified in Recommendations 1 and 2, but also those contractual amounts relative to FY 2007-08 that will be augmented under previously approved delegated authority.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Van Ness

On November 30, 2004, your Board authorized the execution of an agreement with Van Ness for the provision of HIV/AIDS prevention services through December 31, 2006.

On December 19, 2006, your Board authorized the agreement with Van Ness to be extended through December 31, 2008.

On October 31, 2007, DPH received notification of Van Ness' intent to assign Agreement Number's H-700861 and H-702632 to Friends for the continued provision of HIV/AIDS prevention services. It is the intent of Van Ness to focus on HIV/AIDS and substance abuse treatment and care issues and it will no longer provide HIV prevention services. Currently, the Director of HIV Prevention Services at Friends is also the Director of HIV Prevention Services at Van Ness. To ensure there is no impact on current clients and services, the director, staff and physical location for the HIV prevention services will remain the same.

DPH has received notification from Friends indicating willingness to assume responsibility for this service and to incorporate programs into their current operation, effective upon the date of Board approval until funds have been exhausted, but no later than, June 30, 2009.

Except for the changes noted above, all other terms and conditions including audit provisions will remain the same.

MPIT

The additional NCC to be awarded to Friends, Rainbow Bridge, Tarzana, Being Alive and Van Ness will be utilized to enhance prevention and treatment services for populations at risk for Meth use, specifically Men who have Sex with Men (MSM) and young women. Rainbow Bridge, in particular, will receive funds for both prevention and treatment services. Prevention funds will be utilitzed for HIV negative and high risk HIV negative populations at risk for Meth use and treatment funds will be used for HIV positive Meth users.

Research clearly demonstrates a link between Meth use and new HIV infections, specifically among MSM. The latest data estimate that one out of ten gay men in the County has used Meth within the last six months. Meth using MSM are at least two to three times more likely to be HIV-positive than MSM who do not use Meth. In addition, Meth is the most common drug of choice among women and there are high rates of Meth use among women of color.

On June 18, 2007, your Board approved a motion instructing the Chief Executive Officer and DPH to identify a potential funding source for implementation of MPIT programs for the target populations outlined in the April 10, 2007 report (populations at risk for Meth use). The target populations identified were MSM and young women.

The CEO, in consultation with your offices and DPH, has included $750,000 in the FY 2007-08 Final Adopted Budget. These funds will be used by ADPA and OAPP to provide Countywide prevention and early intervention services. Additionally, the Third

Supervisorial District has identified $1,000,000 for Meth-specific treatment services to be delivered in the Third Supervisorial District, but available to all County residents.

Exhibits I, II, III and IV have been reviewed and approved as to form by County Counsel.

Attachments A and B provide additional information and Attachment C is the Budget Adjustment. Attachment D describes the funding breakdown and contracting procedure used by OAPP and ADPA for the MPIT Plan. ADPA is using previously approved delegated authority to administratively amend their agreements and the dates that your Board approved this delegated authority are included in Attachment D.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

To ensure services are implemented quickly and efficiently, DPH is amending existing OAPP and ADPA agreements with community-based organizations through administrative amendments using previously approved delegated authority, where applicable. The recommendations before your Board are outside DPH's delegated authority.

These funds will be allocated to current contract agencies that provide MPIT services for the target populations (MSM and young women). These funds will be used to enhance and expand currently implemented programs and implement an innovative pilot program.

CONCLUSION

The Department of Public Health requires four signed copies of the Board's action. It is requested that the Executive Officer, Board of Supervisors, notify DPH, Contracts and Grants Division, at (213) 240-8179 when this document is available.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH
SAS:RM:bjs

Attachments (8)

c: County Counsel
Director and Health Officer, Department of Public Health

021208_DPH_OAPP Amendments

ATTACHMENT A

SUMMARY OF AGREEMENTS

1. TYPE OF SERVICE:

HIV/AIDS Care and Prevention Services

2. AGENCY NAME AND CONTACT PERSON:

Being Alive People with HIV/AIDS Action Coalition
621 North San Vicente Boulevard
West Hollywood, California 90069
Attention: Cindy Yancey, Executive Officer
Telephone: (310) 289-2551 Fax: (310) 289-9866

Cri-Help, Inc.
11027 Burbank Boulevard
North Hollywood, California 91601
Attention: Jack Bernstein, Executive Director
Telephone: (310) 985-9323 ext. 150 Fax: (818) 506-7066

Friends Research Institute, Inc.
1419 North La Brea
Los Angeles, California 90028
Attention: Dr. Cathy Reback
Telephone: (323) 463-1601 Fax: (323) 463-0126

Rainbow Bridge Community Services
2526 Hyperion Avenue, Suite 40
Los Angeles, California 90027
Attention: Brad Leathers, Executive Director
Telephone: (323) 671-1600 Fax: (323) 671-1605

Tarzana Treatment Centers, Inc.
18646 Oxnard Street
Tarzana, California 91356-1486
Attention: Albert Senella, Chief Operating Officer
Telephone: (818) 996-1051 X3815 Fax: (818) 996-3051

Van Ness Recovery House
1919 North Beachwood Drive
Los Angeles, California 90068
Attention: Kathleen Watt, Executive Director
Telephone: (323) 463-4266 Fax: (323) 962-6721

HIV/AIDS RELATED SERVICES

Agency and Agreement Number	Term 1	Term 2	Term 3	Total	SPA	Supv. Dist.	Performance as of September 30, 2007
HEALTH EDUCATION/RISK REDUCTION State, CDC and Net County Cost Term 1: Date of Board Approval -6/30/08 Term 2: 7/1/08 – 06/30/09							
Friends Research Institute, Inc. No. H-702632	$ 100,000	$ 150,000	$ 0	$250,000	4	3	Agency is meeting most goals.
SUBSTANCE ABUSE DAY TREATMENT SERVICES SUBSTANCE ABUSE TRANSITIONAL HOUSING SERVICES Net County Cost Term 1: Date of Board Approval – 6/30/08 Term 2: 7/1/08 – 6/30/09							
Rainbow Bridge No. H-701006	$52,778	$105,556	$ 0	$158,334	4	1	Agency is meeting goals.
Tarzana Treatment Center No. H-701004	$52,778	$105,555	$ 0	$158,333	2	3	Agency is meeting most goals.
Van Ness Recovery House No. H-700965	$52,778	$105,555	$ 0	$158,333	4	3	Agency is meeting goals.

HIV/AIDS RELATED SERVICES

Agency and Agreement Number	Term 1	Term 2	Term 3	Total	SPA	Supv. Dist.	Performance as of September 30, 2007
PEER SUPPORT SERVICES HEALTH EDUCATION/RISK REDUCTION Net County Cost Term 1: Date of Board Approval – 6/30/08 Term 2: 7/1/08 – 06/30/09							
Being Alive People Living with HIV/AIDS No. H-700252	$ 8,000	$12,000	$ 0	$ 20,000	4	3	Agency is meeting goals.
SUBSTANCE ABUSE TRANSITIONAL HOUSING SERVICES HEALTH EDUCATION/RISK REDUCTION Net County Cost Term 1: Date of Board Approval – 6/30/08 Term 2: 7/1/08 – 06/30/09							
Rainbow Bridge No. H-701006	$ 8,000	$12,000	$ 0	$ 20,000	4	1	Agency is meeting goals.

Total maximum County obligation: < $765,000>; 100% offset with Net County Cost.
net County cost: $765,000

Attachment C

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PUBLIC HEALTH

DEPT'S NO. 296

January 29, 2008

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2007-08

3 4- VOTES

SOURCES:		USES:	
Office of AIDS Programs and Policy		Office of AIDS Program and Policy	
A01 - PP - 6800 - 25770		A01 - PP - 2000 - 25770	
Intrafund Transfer - Federal Grants	$380,000	Services and Supplies	$380,000
Increase IFT		Increase Appropriation	
Total	**$380,000**		**$380,000**

JUSTIFICATION

This adjustment is required to increase the Office of AIDS Programs and Policy's (OAPP) Services and Supplies for the Methamphetamine program for Fiscal Year 2007-08. Public Health-Alcohol Drug Program Administration (ADPA) was granted funds by the Board of Supervisors to implement this program. The total program increase of $380,000 is effective upon date of board approval and will be offset through IFT from ADPA. Acceptance of this additional funding will not increase OAPP's Net County Cost. This action was not anticipated at the time the FY 2007-08 budget was adopted.

Nanette Herrera

Nanette Herrera, Chief

DPH- Controller's Division

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR---	ACTION	APPROVED AS REQUESTED	✓ AS REVISED
	✓ RECOMMENDATION	1/31 20 08	CHIEF ADMINISTRATIVE OFFICER
AUDITOR-CONTROLLER	BY	APPROVED (AS REVISED): BOARD OF SUPERVISORS	20
NO. 099	JAN 31 2008		BY DEPUTY COUNTY CLERK

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH

Attachment D

DISTRIBUTION OF PREVENTION AND TREATMENT FUNDS - METHAMPHETAMINE-SPECIFIC SERVICES

ADPA - YOUNG WOMEN	Target Population	SD	FY2007-08 Funding	FY2008-09 Funding	FY 2009-10 Funding	Contract #	Contracting Process	Total	Date of Board-approved Delegated Authority
PREVENTION SERVICES, COUNTY-WIDE								500,000	
California Hispanic Commission on Alcohol and Drug Abuse, Inc.	Young women	1	21,000	21,000		H-702263-1	Administrative amendment		Board Agenda #34, May, 30, 2006
Pacific Clinics/Asian Pacific Family Center	Young women	1	20,210	20,210		H-702360-1	Administrative amendment		Board Agenda #34, May, 30, 2006
Search to Involve Pilipino Americans	Young women	1	19,915	19,915		H-801594	Administrative amendment		Board Agenda #34, May, 30, 2006
Asian American Drug Abuse Program, Inc.	Young women	2	21,000	21,000		H-702256-1	Administrative amendment		Board Agenda #34, May, 30, 2006
Koreatown Youth and Community Center, Inc.	Young women	2	8,695	8,695		H-702156	Administrative amendment		Board Agenda #34, May, 30, 2006
People Coordinated Services of Southern California	Young women	2	21,000	21,000		H-801664	Administrative amendment		Board Agenda #34, May, 30, 2006
Los Angeles Youth Network	Young women	3	17,180	17,180		H-702246	Administrative amendment		Board Agenda #34, May, 30, 2006
San Fernando Valley Partnership, Inc.	Young women	3	20,000	20,000		H-702108	Administrative amendment		Board Agenda #34, May, 30, 2006
Cambodian Association of America	Young women	4	20,000	20,000		H-702122	Administrative amendment		Board Agenda #34, May, 30, 2006
City of Redondo Beach, dba South Bay Youth Project	Young women	4	20,000	20,000		H-801679	Administrative amendment		Board Agenda #34, May, 30, 2006
Alcoholism Council of Antelope Valley	Young women	5	20,000	20,000		H-702208-1	Administrative amendment		Board Agenda #34, May, 30, 2006
Day One	Young women	5	20,000	20,000		H-702229	Administrative amendment		Board Agenda #34, May, 30, 2006
SPIRITT Family Services, Inc.	Young women	5	21,000	21,000		H-801625-1	Administrative amendment		Board Agenda #34, May, 30, 2006
TREATMENT SERVICES, THIRD DISTRICT									
Residential								719,100	
CLARE FOUNDATION, INC.	Young women	3	71,910			H-702212	Administrative amendment		Board Agenda #34, May, 30, 2006
CRI-HELP, INC.	Young women	3	71,910			H-801621	Administrative amendment		Board Agenda #34, May, 30, 2006
DIDI HIRSCH PSYCHIATRIC SERVICE	Young women	3	71,910			H-702221	Administrative amendment		Board Agenda #34, May, 30, 2006
TARZANA TREATMENT CENTER	Young women	3	71,910			H-702267	Administrative amendment		Board Agenda #34, May, 30, 2006
VAN NESS RECOVERY HOUSE	Young women	3	71,910			H-702312	Administrative amendment		Board Agenda #34, May, 30, 2006
Outpatient								230,900	

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH

Attachment D

DISTRIBUTION OF PREVENTION AND TREATMENT FUNDS - METHAMPHETAMINE-SPECIFIC SERVICES

ADPA - YOUNG WOMEN	Target Population	SD	FY2007-08 Funding	FY2008-09 Funding	FY 2009-10 Funding	Contract #	Contracting Process	Total	Board-approved Delegated Authority
BEHAVIORAL HEALTH SERVICES, INC.	Young women	3	28,864			H-702261-1	Administrative amendment		Board Agenda #34, May, 30, 2006
CHILDREN'S HOSPITAL OF LOS ANGELES	Young women	3	28,862			H-702544-1	Administrative amendment		Board Agenda #34, May, 30, 2006
EL PROYECTO DEL BARRIO	Young women	3	28,862			H-801623	Administrative amendment		Board Agenda #34, May, 30, 2006
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE OF THE SAN FERNANDO VALLEY, INC.	Young women	3	28,862			H-702171	Administrative amendment		Board Agenda #34, May, 30, 2006
ADPA-MSM and Young Women									
EVALUATION SERVICES (for both MSM and young women)	Young women and MSM	CW*	20,000	20,000		PH-0001479	Administrative amendment	40,000	Board Agenda #50, May, 29, 2007
TOTAL, ADPA									
OAPP-MSM			274,333						
PREVENTION SERVICES, COUNTY-WIDE									
Friends Research, Inc.	MSM	CW*	100,000	150,000		H-702632	Board Approval-Contract amendment	250,000	
TREATMENT SERVICES, THIRD DISTRICT									
Day treatment and transitional housing					Total			474,999	
Van Ness Recovery House	MSM	3	52,778	105,555		H-700978	Board Approval-Contract amendment		
Tarzana Treatment Centers	MSM	3	52,778	105,555		H-700982	Board Approval-Contract amendment		
Rainbow Bridge	MSM	3	52,778	105,556		H-700980	Board Approval-Contract amendment		
OAPP-MSM and Young Women									
COMMUNITY LEVEL PREVENTION, COUNTY-WIDE								$180,000	
SPA 1 - Antelope Valley Meth Task Force - Tarzana Treatment Center	Young women and MSM	3,5	8,000	12,000	0	H-700887	Administrative amendment		Board Agenda #48, Dec. 19, 2006
SPA 2 - San Fernando Valley Meth Task Force - CRI-Help	Young women and MSM	1,3	8,000	12,000	0	H-700987	Administrative amendment		Board Agenda #25, Feb. 15, 2005
SPA 3 - San Gabriel Valley Meth Task Force - Special Service for Groups/Asian Pacific AIDS Intervention Team	Young women and MSM	1,2,3 ,4,5	8,000	12,000	0	H-700891	Administrative amendment		Board Agenda #48, Dec. 19, 2006
SPA 4 - Metro Meth Task Force - Being Alive	Young women and MSM	3	8,000	12,000	0	H-700252	Board Approval-Contract amendment		
SPA 5 - West Side Meth Task Force - Common Ground	Young women and MSM	2,3,4	8,000	12,000	0	H-700895	Administrative amendment		Board Agenda #48, Dec. 19, 2006
SPA 6 - South LA Meth Task Force - In the Meantime Men's Group	Young women and MSM	2,4	8,000	12,000	0	H-700867	Administrative amendment		Board Agenda #48, Dec. 19, 2006
SPA 7 - East Los Angeles Meth Task Force - The Wall/Las Memorias	Young women and MSM	1,4,5	8,000	12,000	0	H-700862	Administrative amendment		Board Agenda #48, Dec. 19, 2006
SPA 8 - Long Beach/South Bay Meth Task Force - California State University-Long Beach Center for Behavioral Studies	Young women and MSM	2,4	8,000	12,000	0	H-700938	Administrative amendment		Board Agenda #48, Dec. 19, 2006
COUNTYWIDE - Rainbow Bridge	Young women and MSM	CW*	8,000	12,000	0	H-700980	Board Approval-Contract amendment		
							Purchase Orders	100,000	
TRAINING, EDUCATION, AND TECHNICAL ASSISTANCE FOR SERVICES TO MSM AND YOUNG WOMEN									
Dr. Steve Shoptaw, Ph.D.	Young women and MSM	CW*	16,650	16,650			**Purchase Orders**		
Dr. Neva Chauppette, Psy.D	Young women and MSM	CW*	16,650	16,650			**Purchase Orders**		
Los Angeles Gay and Lesbian Center	Young women and MSM	CW*	16,700	16,700			**Purchase Orders**		
TOTAL, OAPP			**380,333**	**624,666**	**-**				**1,004,999**
GRAND TOTAL, ADPA AND OAPP									

*CW Countywide

EXHIBIT I

Contract No. H-700861

ASSIGNMENT AND DELEGATION AGREEMENT

Amendment No. 2

THIS ASSIGNMENT AND DELEGATION AGREEMENT is made and entered into this _____ day of _____, 2008,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	VAN NESS RECOVERY HOUSE, INC. (hereafter "Van Ness")
and	FRIENDS RESEARCH INSTITUTE, INC. (hereafter "Friends Research")

WHEREAS, on November 30, 2004, County and VAN NESS RECOVERY HOUSE, INC. entered into a HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") HEALTH EDUCATION/RISK REDUCTION ("HE/RR") and COMPREHENSIVE RISK COUNSELING AND SERVICES ("CRCS") AGREEMENT with County's Department of Public Health, Office of AIDS Programs and Policy ("OAPP"), further identified as Agreement No. H-700861; and

WHEREAS, on October 31, 2007, Contractor notified County that they were delegating their rights and duties under Agreement No. H-700861 to FRIENDS RESEARCH INSTITUTE, INC.; and

WHEREAS, it is the desire of Van Ness to assign and delegate all of its rights, duties, obligations, responsibilities and interests, under said Contract to Friends Research; and Friends Research agrees to assume such rights, duties, obligations, responsibilities and interests, under said contract; and

WHEREAS, Van Ness and Friends Research have requested County to consent to the assignment and delegation of all such rights, duties, obligations, responsibilities and interests, under said Contract; and

WHEREAS, under the terms of Contract, such assignment and delegation of Contract, must be in writing and must be approved by County.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective upon date of Board Approval Friends Research agrees to assume and receive from Van Ness, all rights, duties, obligations, responsibilities and interests to provide HIV/AIDS HE/RR and CRCS prevention services.

Written notice shall be sent to: 1) OAPP, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California, 90005, Attention: Director; and 2) Contracts and Grants, 313 North Figueroa Street, 6th Floor-East, Los Angeles, California 90012, Attention: Chief.

2. Friends Research agrees to abide by all terms and conditions of said Contract for HIV/AIDS HE/RR and CRCS, between Van Ness and County.
3. Any amounts due under said Contract from County for Contractor services which have not yet been paid, shall be paid to Friends Research.

4. County consents to such assignment and delegation of the rights, duties, obligations, responsibilities and interests of Van Ness as described in said Contract to Friends Research.

5. This Assignment and Delegation Agreement shall constitute the complete understanding between County, Van Ness and Friends Research, as it relates to the subject matter of this Assignment and Delegation Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Assignment and Delegation Agreement to be subscribed by its Director of Public Health and Van Ness and Friends Research each have caused this

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Assignment and Delegation Agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

VAN NESS RECOVERY HOUSE, INC
Contractor-Assignor/Delegator

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health
By _____
Gary T. Izumi, Chief
Contracts and Grants

FRIENDS RESEARCH INSTITUTE, INC.
Contractor-Assignee/Delegatee

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

3. TERM:

Effective upon the date of Board approval through June 30, 2009.

4. FINANCIAL INFORMATION:

Funding for each of the Five MPIT Agreements will be increased as follows: $250,000 for Friends, $158,333 for Van Ness, $158,333 Tarzana, $178,334 Rainbow Bridge and $20,000 for Being Alive 100 percent offset by NCC funds. Attachment D provides detailed budget information.

Any unspent funds for OAPP and ADPA's MPIT efforts, ($750,000 County-wide prevention/intervention funds and $1,000,000 Third District treatment funds) will be rolled over from Fiscal Year (FY) 2007-08 to FY 2008-09.

The Appropriation Adjustment in the amount of $380,000 will increase OAPP Services and Supplies for the MPIT services for FY 2007-08. The program increases will be offset through Intra Fund Transfers from DPH's ADPA funding. This Budget Adjustment reflects not only the amounts in Recommendations Numbers 1 and 2, but also previously delegated authority being exercised to implement contract augmentations and purchase orders in order to secure MPIT services.

5. GEOGRAPHIC AREA SERVED:

Countywide

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Mario J. Pérez, Director,
Office of AIDS Programs and Policy

7. APPROVALS:

Public Health:	Jonathan E. Freedman, Acting Chief Deputy
Contracts and Grants Division:	Gary Izumi, Chief
County Counsel (approval as to form):	Andrea Ross, Senior Associate County Counsel

Exhibit II

Contract No. H-702632

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HEALTH EDUCATION/RISK REDUCTION SERVICES AGREEMENT

Amendment No. 2

THIS AMENDMENT is made and entered into this _____ day of _____, 2008,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and FRIENDS RESEARCH INSTITUTE, INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) HEALTH EDUCATION/RISK REDUCTION SERVICES AGREEMENT", dated January 1, 2007, and further identified as Agreement No. H-702632, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on Date of Board Approval.

2. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on Date of Board Approval, and continue in full force and effect through June 30, 2009, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Revised Exhibit A and Exhibits A-2, A-3 and A-4, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs C, and D shall be added to Agreement as follows:

"C. During the period of Date of Board Approval through June 30, 2008, the maximum obligation of County for all services provided hereunder shall not exceed Three Hundred Fifty-Two Thousand, Six Hundred Twenty-Two Dollars ($352,622). Such maximum obligation is comprised of Two Hundred Fifty-Two Thousand, Six Hundred Twenty-Two Dollars ($252,622) in federal Centers for Disease Control and Prevention (CDC) funds and One Hundred Thousand Dollars ($100,000) in Net County Cost (NCC) funds. This sum represents the

total maximum obligation of County as shown in Revised Schedule 2, attached hereto and incorporated herein by reference.

D. During the period of July 1, 2008 through June 30, 2009, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred, Fifty Thousand Dollars ($150,000). Such maximum obligation is comprised of Net County Cost (NCC) funds. This sum represents the total maximum obligation of County as shown in Schedule 3, attached hereto and incorporated herein by reference."

5. Paragraph 6, COMPENSATION, shall be amended to read as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedule 2, 3 and 4 and the COST REIMBURSEMENT paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph 7, CONFLICT OF TERMS, shall be amended to read as follows:

"7. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement including its ADDITIONAL PROVISIONS and that of any of the Exhibits, Attachments, and Schedules attached hereto and any documents incorporated herein by reference, the language in this Agreement shall govern and prevail."

7. Exhibits A-2, A-3 and A-4 SCOPES OF WORK FOR HIV/AIDS HEALTH EDUCATION/ RISK REDUCTION SERVICES, is attached to this Amendment and incorporated in Agreement by reference.

8. Schedules 2, 3 and 4, BUDGETS FOR HIV/AIDS HEALTH EDUCATION/ RISK REDUCTION SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health,

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and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

FRIENDS RESEARCH INSTITUTE, INC
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants

REVISED EXHIBIT A

FRIENDS RESEARCH INSTITUTE, INC.
CRYSTAL METHAMPHETAMINE PROGRAM

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

1. DEFINITION: HIV/AIDS Health Education/Risk Reduction (HE/RR) prevention services are comprehensive programs that: provide individual assessments of personal risk factors for HIV infection if HIV-negative and for HIV infection or HIV transmission if HIV-positive; develop and utilize a variety of strategies to enhance personal risk reduction efforts; and implement strategies to support and maintain behavior change. The delivery format of such programs includes, but is not limited to: targeted outreach, interventions delivered to individuals (IDIs), interventions delivered to groups (IDGs), community-level interventions, and health communication/public information interventions.

2. PERSONS TO BE SERVED:

A. HIV/AIDS HE/RR prevention services shall be provided to men who have sex with men (MSM), and men who have sex with men and women (MSM/W) who reside in Supervisorial Districts 1, 2, and 3, within Service Planning Area (SPA) 4 of Los Angeles County, in accordance with Attachment I, "Service Delivery Specifications", attached hereto and incorporated herein by reference.

B. The Contractor will target the aforementioned behavioral risk groups (BRG). The BRG model is based upon behavior versus population

membership, recognizing that it is a person's behavior that places him or her at risk for HIV infection. The seven prioritized BRGs in Los Angeles County include men who have sex with men (MSM), men who have sex with men and women (MSM/W), men who have sex with men who are also injection drug users (MSM/IDU), heterosexual male injection drug users (HM/IDU), female injection drug users (F/IDU), women at sexual risk (WSR) and their partners, and transgenders at sexual risk/transgender injection drug users (TSR/TIDU) and their partners. All risk behaviors must be disclosed by the client and not assumed by agency staff. Additional priority populations include persons living with HIV/AIDS (PLWH/A), Youth (persons 24 years of age or younger), and American Indians/Alaskan Natives. The BRG definitions are as follows:

(1) Men who have sex with men (MSM): Men who engage in insertive or receptive sexual behavior, including anal or oral sex, with men, irrespective of sexual identity.

(2) Men who have sex with men and women (MSM/W): Men who engage in insertive or receptive sexual behavior, including anal, vaginal, or oral sex, with men and women, irrespective of sexual identity.

(3) Men who have sex with men who are also injection drug users (MSM/IDU): Men who engage in insertive or receptive sexual behavior, including anal and oral sex, with men and who report a history of injection drug use.

(4) Heterosexual men who are injection drug users (HM/IDU): Men who inject drugs (e.g. heroin, methamphetamine) or other

substances (e.g. steroids, vitamins) either intravenously or subcutaneously.

(5) Females who are injection drug users (F/IDU): Females who inject drugs (e.g. heroin, methamphetamine) or other substances (e.g. steroids, vitamins) either intravenously or subcutaneously.

(6) Women at sexual risk and their partners (WSR): Women who engage in vaginal, oral, or anal sex with an HIV-positive male partner, a male partner who has sex with other men, a male partner who injects drugs or other substances, a male partner who is a sex worker, a transgender partner or multiple male partners. Multiple partners is defined as three or more partners. Women are also at sexual risk if they engage in anal receptive sex, have a history of a sexually transmitted disease, exchange sex for drugs, money or other items, or have sex while using non-injection drugs.

C. Transgenders at sexual risk/transgender injection drug users (TSR/TIDU) and their partners: Persons who adopt a gender identity that is different from their biological sex (e.g. biological male who identifies as a woman). The term transgender includes biological males who live all or part of their lives as women and biological females who live all or part of their lives as men whether or not they have had surgical procedures to alter their genitalia. Behavioral risks for transgenders include engaging in vaginal, oral, or anal sex with an HIV-positive partner, a male partner who has sex with other men, a partner who injects drugs or other substances, a partner who is a sex worker, a transgender partner, or multiple male partners (three or more). In addition transgenders

who engage in anal receptive sex, have a history of a sexually transmitted disease, exchange sex for drugs, money or other items, have sex while using non-injection drugs, or inject drugs or other substances are also considered to be at risk for HIV.

3. SERVICE DELIVERY SITE: Contractor's facility where services are to be provided hereunder is located at: 1419 North La Brea Avenue, West Hollywood, California 90028. For the purposes of this Agreement, Contractor shall specify cross streets and locations for all HE/RR activities in monthly reports to Office of AIDS Programs and Policy (OAPP). OAPP reserves the right to approve or deny all sites.

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location(s).

4. COUNTY'S MAXIMUM OBLIGATION: During the period of Date of Board Approval through June 30, 2009, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS HE/RR prevention services shall not exceed Five Hundred Two Thousand, Six Hundred Twenty-Two Dollars ($502,622).

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder as set forth in Schedules 2, 3 and 4. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

B. Services performed under this Agreement are subject to review of monthly and annual expenditures and program performance, comparison of BRG versus non-BRG served, etc. OAPP may modify payment for services based on the above-mentioned criteria.

C. Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT paragraph of this Agreement.

D. Contractor shall utilize funds received from County for the sole purpose of providing HIV/AIDS HE/RR prevention services.

6. SERVICES TO BE PROVIDED:

A. Contractor shall provide HIV/AIDS HE/RR prevention services in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibits A-2, A-3 and A-4, Scopes of Work, attached hereto and incorporated herein by reference.

B. Outreach Services: For the purposes of this Agreement, Outreach Services shall be defined as educational interventions that are generally conducted by trained staff or volunteer educators face-to-face with individuals in neighborhoods or other areas where the target population gathers. Outreach activities can take place in such sites as streets, bars, parks, bathhouses, shooting galleries, among others. The primary purpose of Outreach is the recruitment of individuals into more intensive services. Contractor at a minimum shall conduct a brief risk assessment and provide appropriate risk reduction information and materials, including, but not limited to: risk reduction literature; condoms, lubricant, and safer sex instructions; bleach, water, and directions to properly clean needles and works. Other aspects of Outreach include that the outreach worker discusses the agency's or other HIV/AIDS

programs and how the individual can benefit from these services based on the brief risk assessment. Contractor shall gather the following required documentation during Outreach: date of encounter; location including address or cross street and zip code; client name, identification number, or unique identifier; age or age range; race/ethnicity; gender; a brief risk assessment; behavior risk group; and phone number or email address. The Outreach form must be signed or initialed and dated by staff member conducting the intervention. Outreach staff shall set up an appointment with each client for intake and/or provide a Linked Referrals. A Linked Referral is the direction of a client to a specific service as indicated by the risk assessment. At a minimum, a Linked Referral must include: referral information provided in writing and verification regarding the client's access to services.

(1) Outreach Minimum Performance Indicators: Contractor shall document the mean number of outreach encounters required to get one person to access any of the following services: HIV counseling and testing services, sexually transmitted disease screening and testing services, an Interventions Delivered to Individual service, a Interventions Delivered to Group service or prevention case management.

C. Interventions Delivered to Individuals: For the purposes of this Agreement, Interventions Delivered to Individuals (IDIs) shall be defined as health education and risk reduction counseling provided to one individual at a time. IDIs assist clients in making plans for individual behavior change, provide ongoing appraisals for the client's own behavior, and includes skills-building

activities. IDI activities are intended to facilitate linkages to services in both clinic and community-based settings and to support behaviors and practices that prevent transmission of HIV.

(1) IDI Counseling Sessions: IDIs shall consist of three sessions. Each session will be a minimum of twenty minutes and must be conducted on three different days. The sessions will focus on the risk behaviors of the individual, identification of the personal factors that affect actions, knowledge, skills building and behavior change activities (safer sex practices, proper condom/latex barrier use and demonstration, needle cleaning techniques). The counseling sessions shall be conducted by trained program staff or trained volunteers. One-on-one risk reduction counseling must include a thirty (30), sixty (60) and ninety (90) day follow-up component to assess adoption of risk reduction behaviors over a period of time. An alternative follow-up schedule may be implemented as approved by OAPP. The follow-up sessions may be conducted face-to-face, on the telephone, or via the internet.

(2) Direct Services: During each term of this Agreement, Contractor shall conduct the following services for Interventions Delivered to Individuals as required in the Scope of Work:

(a) Individual Risk Reduction Counseling Sessions: Contractor shall ensure that documentation is maintained for individual risk reduction counseling sessions. At a minimum, documentation shall include: date(s) of individual/one-on-one

sessions and follow-up sessions, location or site of sessions, client name or identification number/unique identifier, progress notes describing what was discussed during each session, a completed risk assessment, a risk reduction plan, client's commitment to risk reduction behaviors, type of follow-up and location or site of follow-up, follow-up session outline or progress note describing status of risk reduction plan, and any referrals given.

(b) Risk Assessment: Contractor shall ensure that a risk assessment is conducted during the IDI. The risk assessment will include, but not be limited to: client's risk behaviors, risk reduction skills, barriers to safer behavior, HIV status, substance use, social support systems, primary prevention strategies to keep a person HIV negative, secondary prevention strategies for HIV positive clients to reduce HIV transmission, keep the person healthy over time, and prevent re-infections, and identified resources to assist clients in areas of need. Risk assessments shall also consist of the following required documentation: date of assessment; signature and title of staff person conducting assessment.

(c) Risk Reduction Plan: Contractor shall ensure that risk reduction plan is completed during the individual risk reduction counseling sessions. At a minimum, risk reduction plan documentation shall include: goal setting, action steps, and a timeline to complete the action steps and goal. In addition, the

client must identify a short term goal to complete during the initial three sessions and a long term goal to attempt during the follow-up sessions.

(d) Linked Referrals: Contractor shall ensure that referral documentation is maintained for individual risk reduction counseling sessions. At a minimum, referral documentation shall include: date of referral, client name, identification number, or unique identifier, name, address and telephone number of referral agency, reason for referral, follow-up verification that client accessed services, signed and dated by staff member providing services.

(3) IDI Risk Reduction Counseling Staff Qualifications: At a minimum, each IDI staff shall possess: a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, OR health education or IDI staff shall have completed training on risk reduction counseling and have at least two years experience providing counseling; ability to develop and maintain written documentation; knowledge of HIV risk behaviors, human sexuality, substance use, STDs, and Hepatitis, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The IDI staff providing services hereunder shall be supervised by a staff member or consultant with experience in providing individual counseling

services and have the academic training and/or at least four years experience in counseling to ensure the appropriateness and quality of services. Such academic training includes: a bachelor's degree, Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field.

(4) IDI Risk Reduction Case Conferencing/ Supervision: Contractor shall provide oversight in the form of one-on-one supervision or group case conferencing for all staff conducting IDI interventions at a minimum of one (1) hour per week or two (2) hours biweekly.

(a) Case Conferences will consist of group discussion of selected clients with supervisor and peers to assist in problem-solving related to clients and to ensure that guidance and high-quality services are being provided.

(b) Supervision will consist of one-on-one meeting between Supervisor and counselor to discuss selected clients with supervisor and peers to assist in problem-solving related to clients and to ensure that guidance and high-quality services are being provided.

(c) Case conferences or Supervision shall consist of the following required documentation: Date of case conference or individual supervision and name of participants. In addition,

individual client's discussed will have documentation in the IDI chart outlining issues and concerns identified; follow-up plan; verification that guidance has been implemented; and supervisor's first initial, last name, and title.

(5) Minimum Interventions Delivered to Individuals Indicators: Contractor shall document the minimum IDI indicators to include, but not be limited to: the proportion of persons that completed the intended number of IDI sessions, and the proportion of the intended number of BRG clients to be reached with IDI who were actually reached.

D. Interventions Delivered to Groups: For the purposes of this Agreement, Interventions Delivered to Groups (IDG) are health education and risk reduction counseling that is provided to groups of varying sizes. IDG may include peer and non-peer models involving a wide range of skills, information, education, and support. IDG must have a multiple session component thereby including at least three (3) sessions in its design with a follow-up component.

(1) Direct Services: During each term of this Agreement, Contractor shall conduct services for one (1) or more of the following activities as required in the Scope of Work:

(a) Group Risk Reduction Counseling: Small group counseling sessions focusing on behavior change activities, such as safer sex practices, proper condom/latex barrier use and demonstration, and needle cleaning techniques, and conducted by trained program staff or trained volunteers. IDG sessions shall

range from a series of three (3) sessions (or modules) to six (6) sessions. Group risk reduction counseling sessions follow the close-ended group model. Close-ended groups are structured, have a defined lifespan, and are also likely to set membership limits. The closed group allows for important continuity and facilitating the development of trust among members, as they get to know each other over time. The closed group model is more suitable to the establishment of client-specific outcome objectives that can be monitored over time (e.g. self-reported increased condom use with sexual partners at the end of four (4) weeks of group attendance). Follow-up with the client shall be conducted 30 days after the completion of the initial modules.

(i) Group risk reduction counseling shall consist of the following required documentation: dates; length of each session; and location of group; names, client identification numbers, or unique identifiers of participants; and follow-up form describing progress of client as outlined in the Scope of Work. All Sessions must follow a curriculum as approved by OAPP.

(b) Support Group Counseling: Informal groups that encourage maintenance of newly acquired risk reduction behaviors. Support groups are usually open-ended with open enrollment and where extended life is more suited to

member's needs. Open ended groups facilitate the potential member's ability to drop in when they need to. Clients must attend at least three (3) support group counseling sessions. These sessions are less structured than group risk reduction counseling and are not psychotherapy groups. Support groups may be conducted by trained, self-identified members of the target population or staff. Follow-up with the client shall be conducted 30 days after the completion of the initial three sessions.

(i) Support group counseling shall consist of the following required documentation: date; time; and location of group; names, client identification numbers, or unique identifiers of participants; follow-up form describing progress of client as outlined in the Scope of Work. A group outline, agenda, or minutes which briefly describe what was discussed must be kept on file.

(c) Peer Health Education Training: Structured training sessions in which a speaker(s) presents to target population peers highly structured health education and risk reduction intervention information. Peer training shall support peers in providing HIV education to peers. Peer Health Education Training is designed to enable peer to conduct outreach, facilitate groups, conduct IDIs, or initiate informal conversations in the community. Trainings may be

single or multi-session and shall provide educational information based on an OAPP approved curriculum.

(i) Peer Health Education Training shall consist of the following required documentation: date; time; and location of training; participant names; certification test; and a training outline based on an OAPP approved curriculum.

(d) Risk Assessment: Contractor shall ensure that a risk assessment is conducted during Interventions Delivered to Groups. The risk assessment will include, but not limited to: client's risk behaviors, risk reduction skills, barriers to safer behavior, substance use, social support systems, HIV status, and identified resources to assist clients in areas of need. Risk assessments shall also consist of the following required documentation: date of assessment; signature and title of staff person conducting assessment.

(e) Referrals: Contractor shall ensure that all persons of unknown HIV status are referred to HIV testing. At a minimum, documentation of this referral shall include: date of referral, client name, identification number, or unique identifier, name, address and telephone number of referral agency, signed and dated by staff member providing services.

(2) IDG Staff Qualifications: At a minimum, each staff shall possess a bachelor's degree or four (4) years experience in a human-

service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledge of HIV risk behaviors, human sexuality, substance use, STDs, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The staff and volunteers providing services hereunder shall be supervised by a staff member or consultant with experience in providing group facilitation and have the academic training and/or experience to ensure the appropriateness and quality of services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

(3) Minimum IDG Indicators: Contractor shall document the minimum Group-Level Intervention (IDG) Indicators to include, but not be limited to: the proportion of persons that completed the intended number of sessions, and the proportion of the intended number of the BRG clients to be reached with the IDG who were actually reached.

E. Community Level Interventions: For the purposes of the agreement, Community Level Interventions seek to reduce risk conditions and promote healthy behaviors in a community through a focus on the community as a whole, rather than by intervening with individuals or small groups. This is often done by attempting to alter social norms, policies, or characteristics of the environment. Examples of CLI include community mobilization efforts, social marketing campaigns, community-wide events, policy interventions, and structural interventions.

(1) Direct Services: During each term of this Agreement, Contractor may conduct the following services for CLIs as required in the Scope of Work:

(a) Community Mobilization: This is a process by which community citizens take an active role in defining, prioritizing, and addressing issues in their community. The process focuses on identifying and activating the skills and resources of residents and organizations while developing linkages and relationships within and beyond the community for the purpose of expanding the current scope and effectiveness of HIV/STD prevention.

(b) Community Forums: Community forums are CLIS in which information is provided to and elicited from the community.

(c) Health Fairs/Community Events: Special events such as street fairs, job fairs, health fairs, World AIDS Day activities, and

local celebrations in communities that deliver public information to large numbers of people.

(d) Structural Interventions: This is an intervention designed to remove barriers and incorporate facilitators of an individual's HIV prevention behaviors. These barriers or facilitators include physical, social, cultural, organizational, community, economic, legal, or policy circumstances or actions that directly or indirectly affect an individual's ability to avoid exposure to HIV.

(e) Social Marketing: A CLI that uses modern marketing principles to affect knowledge, attitudes, beliefs, and/or practices regarding HIV/AIDS risk, and associated behavior change and risk reduction, access to services and treatment education. Social marketing must go beyond advertising a particular service or hotline number and include an action statement. Social marketing activities must include a planning, development, and distribution phase as required by OAPP's Material Review Process.

(2) CLI Staff Qualifications: At a minimum, each staff shall possess a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledge of HIV risk behaviors, human sexuality, substance use, STDs, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The staff and volunteers providing services hereunder shall be supervised by a staff member or consultant with experience in providing group facilitation and have the academic training and/or experience to ensure the appropriateness and quality of services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

F. Health Communication/Public Information (HC/PI): For the purposes of the agreement, HC/PIs are the delivery of planned HIV/AIDS prevention messages through one or more channels to target audiences to build general support for safer behavior, support personal risk-reduction efforts, and/or inform persons at risk for interventions with skills building component.

(1) Group Presentations: These are information-only activities conducted in group settings often call "one-shot" educational interventions. Group presentations differ from risk reduction counseling in that presentations lack a skills-building component. Group presentation cannot be a stand-alone intervention and must be complemented by at least one other HE/RR intervention.

(2) Direct Services: During each term of this Agreement, Contractor shall conduct the following services for HC/PIs as required in the Scope of Work:

(a) HC/PI sessions in group settings. Contractor shall ensure that documentation is maintained for HC/PI sessions. At a minimum documentation shall include: date of HC/PI session, location or site of session, and a summary of what was discussed during the session.

(b) Linked Referrals: Contractor shall ensure that referral documentation is maintained for individual risk reduction counseling sessions. At a minimum, referral documentation shall include: date of referral, client name, identification number, or unique identifier, name, address and telephone number of referral agency, reason for referral, follow-up verification that client accessed services, signed and dated by staff member providing services.

(3) HC/PI Staff Qualifications: At a minimum, each staff shall possess a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledge of HIV risk behaviors, human sexuality, substance use, STDs, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The staff and volunteers providing services hereunder shall be supervised by a staff member or consultant with experience in providing group facilitation and have the academic training and/or experience to ensure the appropriateness and quality of services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

7. STAFFING REQUIREMENTS:

A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Agreement, staff shall be defined as paid individuals providing services as described in Exhibits A-2, A-3 and A-4 , Scopes of Work, attached hereto and incorporated herein by reference.

B. Contractor shall maintain recruitment records, to include, but not be limited to: 1) job description of all positions funded under this Agreement; 2) staff résumé(s); 3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate. In addition, contractor shall submit job descriptions and resumes for all staff providing services on this Agreement.

C. Contractor shall ensure that an annual performance evaluation is completed on all staff paid on this Agreement.

D. In accordance with the ADDITIONAL PROVISIONS attached hereto and incorporated herein by reference, if during the term of this Agreement an executive director, program director, or a supervisory position becomes vacant, Contractor shall notify the OAPP Director in writing prior to filling said vacancy.

8. STAFF DEVELOPMENT AND TRAINING: Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibits Revised A-2, Scope of Work, attached hereto and incorporated herein by reference.

A. Contractor shall provide and/or allow access to ongoing staff development and training of HIV/AIDS HE/RR staff. All direct service staff in this agreement shall have general training including, but not be limited to:

(1) HIV/AIDS Training: Training shall include at a minimum: how the immune system fights diseases, routes of transmission, transmission myths, HIV's effect on the immune system and opportunistic infections, HIV treatment strategies, HIV antibody testing and test site information, levels of risky behavior, primary and secondary prevention methods, psychosocial and cultural aspect of HIV infection, and legal and ethical issues.

(2) Sexually Transmitted Diseases (STD) Training: Training shall include at a minimum: routes of transmission, signs and symptoms, treatment and prevention, complications, and links between HIV for

chlamydia, gonorrhea, syphilis, trichomoniasis, genital herpes, genital warts and hepatitis.

(3) Tuberculosis (TB) Training: Training shall include at a minimum: definition of TB exposure and disease, routes of transmission, signs and symptoms, TB tests, treatment and prevention, drug resistant TB, and links between TB and HIV.

(4) Cultural/Diversity Sensitivity Training: Training will include at a minimum: finding common ground; respecting differences; and how HIV/AIDS interacts with race, class, sex, and sexual orientation.

(5) Substance Use and Crystal Methamphetamine Use Training: Training will include at a minimum: substance use trends, prevention and treatment, and association with HIV risk.

(6) Legal/Ethical Issues Training: Training will include at a minimum: confidentiality and limitations and boundaries of the paraprofessional role.

B. Outreach Staff Training: In addition to the aforementioned training, for all paid staff conducting outreach, contractor shall conduct or arrange at least eight (8) additional hours per year of appropriate staff training to assist staff with performing outreach services. Staff training shall include, but not be limited to:

(1) Outreach policies and procedures; rapport building; understanding outreach in a scientific context, engagement strategies, health information and demonstration strategies, confidentiality and ethics, and knowledge of social services in the area

(2) Targeted Prevention Activity Training focused on conducting brief risk assessments and documenting referrals.

C. IDI Staff Training: In addition to the aforementioned training, for all paid staff conducting IDIs, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing IDI services. Staff training shall include, but not be limited to:

(1) Orientation to roles, limitations of responsibility, how and when to access supervision, how and when to utilize other service providers, client centered counseling, non-judgmental responding and empathetic listening.

(2) IDI Counseling skills such as boundary setting, active listening, and engagement strategies

(3) Risk Assessment training including rapport building, survey administration, data gathering, and documentation.

D. IDG Staff Training: In addition to the aforementioned training, for all paid staff conducting IDGs, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing IDG services. Staff training shall include, but not be limited to:

(1) Orientation to internal IDG policies and procedures; tracking systems; client follow-up procedure; recruitment and retention strategies; how and when to access supervision; how to utilize and refer clients to other available services.

(2) Curriculum Development - Contractor shall ensure that at least one staff who is responsible for the development of curricula attend OAPP's "Making the Connection: Developing a Comprehensive Curriculum" training.

(3) Facilitation skills including: facilitation of prevention and education support/discussion groups; non-judgmental responding; empathetic listening; and service documentation.

(4) Risk Assessment: Staff training shall include, but not be limited to: rapport building; survey administration; data gathering; and documentation.

E. CLI Staff Training: In addition to the aforementioned training, for all paid staff conducting CLIs, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing CLIs. Staff training shall include, but not be limited to:

(1) Orientation to CLI policies and procedures; event organizing; how to utilize and refer clients to other available services.

(2) Social Marketing Training including how to plan a campaign, develop strategy, evaluate campaign, and distribute social marketing materials.

F. HC/PI Staff Training: In addition to the aforementioned training, for all paid staff conducting HC/PI, contractor shall conduct or arrange at least 4 additional hours per year of appropriate staff training to assist staff with performing HC/PI services. Staff training shall include, but not be limited to:

(1) HC/PI policies and procedures; rapport building; recruitment strategies, health information and demonstration strategies, confidentiality and ethics, and knowledge of social services in the area

(2) Facilitation skills including: facilitation of prevention and education support/discussion groups; non-judgmental responding

G. Contractor shall maintain documentation of staff training to include, but not be limited to: 1) date, length of time, and location of staff training; 2) training topic(s); and 3) name of attendees.

H. Contractor shall document training activities in monthly reports to OAPP. For the purpose of this Agreement, training documentation shall include, but not be limited to: 1) date, length of time, and location of staff training; 2) training topic(s); and 3) name of attendees.

9. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for HERR services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, Attention: Financial Services Division Director.

B. Semi-Annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format.

C. Annual Reports: Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the year due thirty (30) days after the last day of the contract term.

D. Other Reports: As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

10. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

11. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services

provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services.

A. The QM program shall at a minimum:

(1) Identify leadership and accountability of the medical director or executive director of the program.

(2) Use measurable outcomes and data collected to determine progress toward established benchmarks and goals.

(3) Focus on linkages to care and support services.

(4) Track client perception of their health and effectiveness of the service received.

(5) Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

B. Quality Management Plan: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS prevention services. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following:

(1) Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

(2) QM Committee: The QM plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, so long as the already existing advisory committee's composition and activities conform to QM program objectives.

(3) Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PSDA), Chronic Care Model, Joint Commission on Accreditation of Healthcare Organization (JCAHO), or 10-Step model, etc.

(4) Implementation of QM Program:

(a) Measurement of Quality Indicators: Collection and analysis of data measured from specific OAPP selected indicators.

(b) Development of Data Collection Method: To include sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., chart abstraction, interviews, surveys, etc.), and creation of a data collection tool.

(c) Collection and Analysis of Data: Results shall be reviewed and discussed by the QM committee. The findings of the data analysis shall be communicated with all program staff involved.

(d) Identification of Improvement Strategies: QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining achieved improvement.

(5) Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback will also include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM committee on a regular basis for the enhancement of service delivery. Aggregate data is to be reported to the QM Committee annually for continuous program improvement.

(6) Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data is to be tracked, trended, and reported to the committee for improvements in care and services. The information is to be made available to OAPP's staff during program review.

(7) Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statues, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, incidents and/or sentinel events specified as follows:

(a) A report shall be made to the appropriate licensed authority and OAPP within the agency's next working day during its normal business hours or as required by federal and State laws, statues, and regulations. Events reported shall include the following:

(b) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any client to include but not limited to patient suicide, medication error, delay in treatment, and serious patient fall.

(c) Any suspected physical or psychological abuse of any client, such as child, adult, and elderly.

(d) In addition, a written report containing the following:

(i) Client's name, age, and sex

(ii) Date and nature of event

(iii) Disposition of the case

(iv) Staffing pattern at the time of the incident.

(8) Random Chart Audit: Sampling criteria shall be based on important measurable objectives of the service's Scope of Work and shall be, at a minimum, 10% or 30 charts, whichever is less. Results of chart audits shall be reported and discussed in the QM committee quarterly.

C. Quality Management Program Indicators: To determine the compliance level, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on 100% as

the maximum score. Contractor's QM program shall be assessed for the following components:

(1) Details of the QM plan (QM Objectives, QM Committee, QM Selection Approach)

(2) Implementation of the QM Program

(3) Client Feedback Process

(4) Client Grievance Process

(5) Incident Reporting

(6) Random Chart Audit

12. EVALUATION:

A. Contractor shall submit an evaluation plan for contracted services within sixty (60) days of the receipt of the fully executed Agreement. The evaluation plan shall be consistent with the Centers for Disease Control and Prevention (CDC) Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) as it currently exist or as it is modified in the future. The Guidance is also available in the internet at www.cdc.gov/hiv/eval.htm

B. Contractor shall submit process data consistent with the types of data required by the CDC (Example forms to summarize process data located in Volume 2, Chapter 4 of Evaluating CDC-funded Health Department HIV Prevention Programs), as directed by OAPP.

C. OAPP shall provide Contractor with CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) and forms.

D. Contractor shall submit to OAPP the Mid-Year and Annual Evaluation Progress Report no later than thirty (30) days after each six (6) month period. The required data and information shall be submitted in accordance with the CDC Evaluation Guidance and forms, as provided by OAPP.

E. OAPP shall provide written notification to Contractor of any revisions or modifications to CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volume 1 and 2, (2001) and forms within ten (10) working days of OAPP's receipt of such revisions or modifications.

F. Contractor shall participate in the OAPP-managed development of a uniform data collection system for prevention evaluation as directed by OAPP.

13. DATA COLLECTION SYSTEMS:

A. Contractor shall utilize the web-based HIV/AIDS Information Resources System (HIRS) or any other data collection system as directed by the Director of OAPP for collection, data entry, and generation of client-level data to submit to OAPP.

B. Contractor shall provide their own computer hardware including a personal computer (PC), monitor, keyboard, mouse and printer with existing OAPP hardware and software compatibility list. The computer's central processing unit (CPU) at a minimum shall contain the following hardware and software requirements: 256 megabytes (MB) or higher of random access

memory (RAM); 20 gigabyte (GB) or higher hard drive; Windows 98 or higher operating system; floppy disk drive; CD-Rom drive; Symantec Norton or McAfee Anti-Virus; Adobe Acrobat; and Microsoft Office. Contractor shall be responsible for maintenance of their computer hardware and software.

(1) Contractor shall provide their own computer supplies required by the data management/data reporting process. Computer supplies include: digital subscriber line (DSL); web browser version 6.0 or higher; simple network management protocol (SNMP) agent; equipment maintenance contracts, insurance, CDs and CD labels, toner cartridges, printer paper, and envelopes.

(2) Contractor may seek assistance from OAPP Network Administrator for software installation if necessary, training, and troubleshooting, strategies for data management, and consultation on the process/management of the questionnaire from the client to the software.

14. PARTNER COUNSELING AND REFERRAL SERVICES/DISCLOSURE ASSISTANCE SERVICES: Partner Counseling and Referral Services (PCRS)/Disclosure Assistance Services (DAS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered or referred to HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on

client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

A. Services to be Provided: During each term of this Agreement, trained program staff, as specified in Paragraph 14, Section B, shall provide linked referrals PCRS/DAS to HIV Positive persons in accordance with procedures formulated and adopted by Contractor's staff, the Centers for Disease Control and Prevention (CDC); consistent with California law; California Department of Health Services (CDHS) - Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Health Services (CDHS) - Office of AIDS (OA) guidelines and the terms of this Agreement. The Director of OAPP shall notify Contractor of any revisions to OAPP policies and procedures, which shall become part of this Agreement. All PCRS/DAS shall follow the CDC guidance on HIV PCRS/DAS. Minimum services to be provided shall include, but not be limited to, the following:

(1) Offer PCRS/DAS to at least 90% of all HIV positive persons as a routine part of service delivery. Individuals who do not wish to receive PCRS/DAS will be asked for demographic information including but not limited to: age; date of birth; zip code; gender; race; marital status; and reasons for refusal so that characteristics of non-respondents can be evaluated.

(2) Provide a linked referral to PCRS/DAS to at least 80% of all HIV-positive clients.

B. Additional Staffing Requirements: Partner Counseling and Referral Services/Disclosure Assistance Services shall be provided by individuals who are appropriately trained, qualified, who meet the guidelines set forth by the CDHS-OA and the CDC and are linguistically and culturally appropriate. Programs should obtain staff that have general computer skills that will allow them to input data into the HIV Information Reporting System (HIRS)or another data system as required by OAPP.

(1) At a minimum, contractor must ensure that at least one program staff attends the PCRS/DAS training provided by OAPP and/or the State PCRS Program. Program staff shall be chosen based on the following prioritized list:

(a) HCT Counselors

(b) Medical Outpatient Providers

(c) Prevention Case Managers/Case Managers

(d) Health Educators

(e) Other Prevention Services Staff

(f) Other Care Services Staff

15. REQUIREMENTS FOR CONTENT OF AIDS-RELATED MATERIALS:

A. Contractor shall comply with the Interim Revision, or most current, Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, as referenced in Exhibit B.

B. Contractor shall obtain written approval from OAPP's Director or designee for all educational materials utilized in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).

16. NEEDLE EXCHANGE EXCLUSION:

A. Contractor shall not utilize funds received from County for the purpose of purchasing and exchanging needles.

B. Contractor shall ensure that all staff supported by County funds are not engaged needle exchange activities.

C. Contractor shall be responsible for reimbursing County for all funds expended on any and all activities associated with needle exchange.

17. PREVENTION PLANNING COMMITTEE AND SERVICE PLANNING NETWORK REQUIREMENTS:

A. Contractor shall actively participate in the Prevention Planning Committee (PPC) meetings to assist in the planning and operations of prevention services in Los Angeles County.

B. Contractor shall actively participate in the Service Provider Network (SPN) meetings to assist in the coordination of HIV/AIDS services in Los Angeles County.

18. SUB-CONTRACT AND CONSULTANT AGREEMENTS:

A. Contractor shall fully comply with the Subcontracting Paragraph of the ADDITIONAL PROVISIONS section of this Agreement. In addition, the Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement, or as otherwise approved by OAPP. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her designee(s), prior to commencement of subcontracted and/or consultant services.

19. ADDITIONAL REQUIREMENTS:

A. Contractor shall provide HIV/AIDS CRCS prevention services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Revised Exhibits A-2, Scope of Work, attached hereto and incorporated herein by reference.

B. Failure of Contractor to abide by this requirement may result in the suspension or immediate termination of this Agreement at the Director's sole discretion.

Attachment I

SERVICE DELIVERY SPECIFICATIONS

VAN NESS RECOVERY HOUSE, INC.

HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

BEHAVIORAL RISK GROUPS: MSM AND MSM/W

SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA)								
SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
0%	**0%**	**0%**	**100%**	**0%**	**0%**	**0%**	**0%**	**100%**

Service delivery specifications by SPA were determined by the agency proposal and fair share allocation. Specifications shall be adhered to as a means to meet the HIV Prevention Plan 2005-2008 goals.

SERVICE DELIVERY SPECIFICATION BY ETHNICITY					
African-American	Asian and Pacific Islander	Latino	White	American Indian	TOTAL
16%	**8%**	**25%**	**50%**	**1%**	**100%**

Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2000 as reported in the 2004 addendum to the HIV Prevention Plan 2000 and agency proposal. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.

SCHEDULE 2

FRIENDS RESEARCH INSTITUTE, INC.

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

CRYSTAL METHAMPHETAMINE PROGRAM

	Budget Period Date of Board Approval through December 31, 2008
Salaries	$143,166
Employee Benefits	$ 39,807
Total Employee Salaries and Benefits	$182,973
Operating Expenses	$ 69,649
Capital Expenditures	$ -0-
Other Costs	$ -0-
Indirect Cost	$ -0-
TOTAL PROGRAM BUDGET	$252,622

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 3

FRIENDS RESEARCH INSTITUTE, INC.

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

CRYSTAL METHAMPHETAMINE PROGRAM

	Budget Period Date of Board Approval through June 30, 2008
Salaries	$56,672
Employee Benefits	$ 15,757
Total Employee Salaries and Benefits	$72,409
Operating Expenses	$ 27,571
Capital Expenditures	$ -0-
Other Costs	$ -0-
Indirect Cost	$ -0-
TOTAL PROGRAM BUDGET	$100,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 4

FRIENDS RESEARCH INSTITUTE, INC.

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

CRYSTAL METHAMPHETAMINE PROGRAM

	Budget Period July 1, 2008 through June 30, 2009
Salaries	$ 85,008
Employee Benefits	$ 23,636
Total Employee Salaries and Benefits	$108,644
Operating Expenses	$ 41,356
Capital Expenditures	$ -0-
Other Costs	$ -0-
Indirect Cost	$ -0-
TOTAL PROGRAM BUDGET	$150,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Exhibit III

Contract No. H-701004

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SUBSTANCE ABUSE TRANSITIONAL HOUSING SERVICES AGREEMENT**

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day of _____, 2008,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and TARZANA TREATMENT CENTER, INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) SUBSTANCE ABUSE TRANSITIONAL HOUSING SERVICES AGREEMENT", dated March 1, 2005, and further identified as Agreement No. H-701004, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on Date of Board Approval.

2. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on Date of Board Approval in full force and effect through June 30, 2009, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit F, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs D and E, shall be added to Agreement as follows:

"D. During the period of Date of Board Approval through June 30, 2008, the maximum obligation of County for all services provided hereunder shall not exceed Fifty-Two Thousand, Seven Hundred Seventy-Eight Dollars ($52,778). Such maximum obligation is comprised entirely of Net County Cost (NCC) funds. This sum represents the total maximum obligation of County as shown in Schedule 4, attached hereto and incorporated herein by reference.

E. During the period of July 1, 2008 through June 30, 2009, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Five Thousand, Five Hundred Fifty-Five Dollars ($105,555). Such maximum obligation is comprised entirely of Net County Cost (NCC) funds. This

sum represents the total maximum obligation of County as shown in Schedule 5, attached hereto and incorporated herein by reference."

5. Paragraph 7, COMPENSATION, shall be amended to read as follows:

"7. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedules 4 and 5, and the FEE-FOR-SERVICE paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph 6, CONFLICT OF TERMS, shall be amended to read as follows:

"6. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement including its ADDITIONAL PROVISIONS and that of any of the Exhibits, Attachments, and Schedules attached hereto and any documents incorporated herein by reference, the language in this Agreement shall govern and prevail."

7. Exhibit F, SCOPE OF WORK FOR HIV/AIDS SUBSTANCE ABUSE TRANSITIONAL HOUSING SERVICES, is attached to this Amendment and incorporated in Agreement by reference.

8. Schedules 4 and 5, BUDGETS FOR HIV/AIDS SUBSTANCE ABUSE TRANSITIONAL HOUSING SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health,

/

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and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., MPH
Director and Health Officer

TARZANA TREATMENT CENTER, INC.
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary Izumi, Chief
Contracts and Grants

EXHIBIT F

TARZANA TREATMENT CENTERS, INC.
CRYSTAL METHAMPHETAMINE PROGRAM

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SUBSTANCE ABUSE RESIDENTIAL, TRANSITIONAL HOUSING

1. DESCRIPTION: HIV/AIDS Substance Abuse Residential, Transitional Housing Services provides interim housing with supportive services for up to four (4) months that are exclusively designated and targeted for recently homeless persons living with HIV/AIDS in various stages of recovery from substance abuse. The purpose of the service is to facilitate continued recovery from substance abuse and movement toward more traditional, permanent housing through assessment of the individual's needs, counseling and case management.

For purposes of this Agreement, "homeless" persons are defined as individuals living with HIV/AIDS who lack a fixed, regular, and adequate residence, as well as the financial resources to acquire shelter, or who reside in: 1) a shelter designed to provide temporary, emergency living accommodations; 2) an institution that provides a temporary residence for individuals intended to be institutionalized; or 3) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2. PERSONS TO BE SERVED: HIV/AIDS substance abuse residential - transitional housing services shall be provided to indigent persons within Los Angeles County who are homeless and who are living with HIV/AIDS in accordance with

Attachment 1, "Service Delivery Site Questionnaire", attached hereto and incorporated herein by reference.

3. COUNTY'S MAXIMUM OBLIGATION: During the period of Date of Board Approval through June 30, 2008 that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS substance abuse residential, residential rehabilitation shall not exceed Fifty-Two Thousand, Seven Hundred Seventy-Eight Dollars ($52,778).

During the period of July 1, 2008 through June 30, 2009 that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS substance abuse residential, residential rehabilitation shall not exceed One Hundred Five Thousand, Five Hundred Fifty-Five Dollars ($105,555).

The renewal options will be at the sole discretion of the Director of Public Health or his designee. Continued funding beyond this term will be dependent upon Contractor performance and the availability of funding.

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for-service rate as set forth in Schedules 4 and 5. Such rate includes reimbursement for all substance abuse residential - transitional housing services.

Furthermore, for substance abuse residential - transitional housing services the number of units of service billable, shall be the number of days an individual occupied a bed (physically present in the facility overnight), including either the first day of

admission or the day of discharge, but not both, unless the entry and exit dates are the same. Contract funds may not be used to support off-premise social/recreational activities. The unit of service that contractors must use to track service is the number of unduplicated clients and the number of service days delivered. A Substance Abuse Residential, "Transitional Housing Day" unit of service is defined as a twenty-four (24) hour period in which a resident receives housing and meals.

Payment for services provided hereunder shall be subject to the provisions set forth in the FEE-FOR-SERVICE REIMBURSEMENT Paragraph of this Agreement.

5. LENGTH OF STAY: HIV/AIDS substance abuse residential -transitional housing services shall not exceed four (4) months per client, within a twelve (12) month calendar period. Service is offered until the client transitions to a more independent living environment. Any extensions require prior approval from Office of AIDS Programs & Policy, Clinical Enhancement Services Division Chief. Requests shall be submitted on the one (1) page OAPP Client Treatment Extension Request form with required supportive documentation and shall be submitted a minimum of five (5) working days prior to reaching maximum stay limitations.

6. BED-HOLD POLICY: OAPP will permit Contractor to hold a client's bed in medical emergencies or for therapeutic reasons, as long as this is clearly documented in the client's chart and/or treatment plan. OAPP will reimburse for no more than two (2) one-night "bed-holds" per client per quarter under the following circumstances: (a) "Bed-holds" cannot be carried over from one quarter for use in a future quarter; (b)

OAPP cannot reimburse for a "bed-hold" if the client does not return and continue to stay at the agency after the "bed-hold" occurs.

7. CLIENT FEE SYSTEM: Since Ryan White CARE Act funds must be considered funds of last resort, Contractors must develop criteria and procedures to determine client eligibility and to ensure that no other options for substance abuse services are available. Contractors must document client eligibility, and must further demonstrate that third party reimbursement (e.g., Medi-Cal, Drug Medi-Cal) is being actively pursued, where applicable.

Contractor shall comply with provisions of Section 2605 (e) of Title 26 (CARE Act) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Agreement as Exhibit B.

Contractor shall be responsible for developing and implementing a resident fee system. This fee system shall be submitted to OAPP within thirty (30) days of the execution of this Agreement for review and approval. Notwithstanding any other provisions of this Paragraph, Contractor shall pursue funding from public assistance and entitlement programs for which each County responsible resident may be eligible.

8. SERVICE DELIVERY SITE: Contractor's facility where services are to be provided hereunder is located at: 7101 Baird Avenue, Reseda, California 91335.

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

9. SERVICES TO BE PROVIDED: During each contractual period of this Agreement, Contractor shall provide HIV/AIDS substance abuse residential - transitional housing services to eligible homeless persons in accordance with procedures formulated and adopted by Contractor's staff. Services shall be consistent with State and laws and regulations, the Los Angeles County Commission on HIV Substance Abuse Residential Standards of Care and the terms of this Agreement. Additionally, Contractor shall provide such services as described within Exhibit(s) «SOW_Letter», Scope(s) of Work, attached hereto and incorporated herein by reference. Services to be provided shall include, but not be limited to, the following:

A. For licensed programs operating an adult residential facility, a community care facility, a transitional housing facility, or a congregate living facility which offer substance abuse residential transitional housing, general program requirements are established in standards describing the licensed service. For substance abuse residential - transitional housing services which are not licensed, requirements include:

(1) Each program shall maintain and have on file a current, written, definitive plan of operation including, admission policies and procedures regarding acceptance of clients, a copy of the admission agreement, staffing plan, including qualifications and duties, and a plan for in-service education of staff;

(2) The program will assist with transportation arrangements for

clients who do not have independent arrangements;

(3) The program will provide ample opportunities for family participation in activities in the facility;

(4) If the program intends to admit and/or specialize in care for one or more clients who have a propensity for behaviors that result in harm to self or others, the plan of operation will include a description of precautions that will be taken to protect that client and all other clients.

B. The program must ensure its ability to meet the needs of the client by meeting the following general requirements:

(1) For individuals in substance abuse residential - transitional housing programs who are living with HIV/AIDS, regular on-going transmission assessments shall be performed;

(2) For individuals in substance abuse residential - transitional housing programs who are assessed as "ready" for additional HIV/AIDS information, transmission risk and infection risk education shall be provided. Programs assessing readiness are encouraged to use Prochaska's Transtheoretical Model of Personal Change, which identifies six stages of personal change, including precontemplation, contemplation, preparation, action, maintenance, and termination. Prochaska et al. maintains that individuals move through predictable stages of change as they endeavor to overcome problem behaviors.

C. Intake: Client intake is required in the first contact for all potential clients who request or are referred to substance abuse residential - transitional housing services. The intake determines eligibility and includes demographic data, emergency contact information, next of kin and eligibility documentation. In addition, client intake for treatment education services shall include a medical history complete with CD4 count and viral load measurements. However, if CD4 and viral load measurements are not available at the time of intake, contractor shall access the County's HIV data management system, communicate with the client's medical provider or linking client to HIV primary medical care. Contractor shall ensure throughout service delivery, client confidentiality is maintained and enforced according to Health Insurance Portability and Accountability Act (HIPAA) guidelines and regulations. As needed, Release of Information forms will be gathered. These forms detail the specific person/s or agencies to or from whom information will be released as well as the specific kind of information to be released. New forms must be added for individuals not listed on the most current Release of Information.

(1) Required Forms: Contractor shall develop the following forms in accordance with State and local guidelines. These forms are required and shall be completed for each client:

a) Release of Information must be updated annually. New forms must be added for those individuals not listed on the

existing Release of Information. (Specification should be made about what type of information can be released).

b) Limits of Confidentiality;

c) Consent to Receive Services;

d) Client Rights and Responsibilities;

e) Client Grievance Procedures;

f) Progress Notes (at a minimum of once a week in conjunction with or in addition to documentation of weekly group attendance);

Additionally, client files must include the following documentation for eligibility:

g) Proof of HIV diagnosis;

h) Financial Screening/Proof of income;

i) Proof of Residency in Los Angeles County.

Clients shall sign a HIPAA compliant release of information form in order for the program to coordinate with the client's medical provider to obtain information including, medical history, results of physical examinations and result of lab tests. Those clients without medical care providers will be referred to a medical provider as soon as possible. Seeking and complying with medical care will be a treatment plan priority for those clients without a medical provider.

If the eligibility and assessment processes determine that the program

cannot meet the needs of the client, a referral to an alternate provider must be made.

(2) Services shall emphasize the intersection between HIV/AIDS and substance abuse, with special focus given to the psychosocial aspects of living with HIV and HIV prevention. Also, client shall be provided gender and/or sexual identity-specific services or be referred to appropriate providers who provide such services. The residential component of each substance abuse - transitional housing program shall include but not be limited to:

a) Providing lodging in a facility that is clean, safe, comfortable, and alcohol and drug free;

b) Making available facility(ies) for residents to prepare, have delivered, or be referred for at least two (2) balanced and complete meals per day (referrals to missions or soup kitchens are not acceptable alternatives);

c) Providing a living environment with adequate heating and lighting, plumbing, hot and cold water, toiletries, laundry services or facilities, and bathing facilities;

d) Providing an individual bed and fresh linens at least every four (4) days or as needed;

e) Providing an accessible telephone in working order.

(3) Prior to accepting a client into a substance abuse transitional housing program, the person responsible for admissions must interview the prospective client and his/her authorized representative, if any, to document the following:

a) Eligibility Determination: Persons eligible for substance abuse transitional housing must have a Diagnostic and Statistical Manual of Mental Disorders (DSM-IV) diagnosis of substance dependence or have recently completed (within six weeks) a substance abuse treatment program. The person must be in need of interim housing services;

b) Assessment: The assessment process shall include utilization of the Addiction Severity Index. The assessment process shall include a broad variety of components that will yield an evaluation of the client that is as comprehensive and holistic as possible. The assessment should provide the information required to recommend the most appropriate course of treatment. Areas that should be investigated in the assessment include:

1) Archival data on the client, including, but not be limited to, prior arrests and contacts with the criminal justice system, as well as previous assessments and treatment records;

2) Patterns of alcohol and drug (AOD) use;

3) Impact of AOD abuse on major life areas such as marriage, family, employment record, and self-concept;

4) Risk factors for continued AOD abuse, such as family history of AOD abuse and social problems;

5) Client HIV risk behaviors and factors;

6) Available health and medical findings, including emergency medical needs;

7) Psychological test findings;

8) Educational and vocational background;

9) Suicide, health, or other crisis risk appraisal;

10) Client motivation and readiness for treatment;

11) Client attitudes and behavior during assessment.

In addition, the assessment shall include gathering specific information about the medical status of the client related to his/her HIV/AIDS condition. After an appropriate signed confidentiality release is obtained from the client, the assessor shall coordinate with the client's medical care provider to ascertain information regarding: medical history, results of a physical examination, and results of laboratory tests, and follow-up required.

In the event the client does not have a medical care provider, immediate referral to a medical care provider shall be made and a priority treatment plan item should be developed for the client to seek and comply with medical care.

(4) Client Education: Client and family education is a continuous process that includes prevention, HIV 101, HIV prevention, HIV risk reduction practices, harm reduction, addiction education including IV drug use, licit and illicit drug interactions including HIV medications, medical complications of substance use, Hepatitis and other sexually transmitted diseases, medication adherence and nutrition, important health and self-care practices, developing a healthy sexual life covering topics as stigma, safer sex, disclosure and issues of domestic violence and sexual abuse, and referral agencies that are supportive of people living with HIV/AIDS (especially HIV support groups, Twelve (12)-step meetings and Twelve (12)-step alternatives).

D. Contagious/Infectious Disease Prevention and Intervention: The client must meet the admission requirements of the County of Los Angeles Department of Public Health Tuberculosis Control Program. Clients should be regularly observed and questioned about health status and symptoms that may indicate that the client has a contagious or infectious disease (other than AIDS). If a client is suspected of having a contagious or infectious disease, the client

shall be isolated and a physician shall be consulted to determine suitability of the client's retention in the program.

E. Treatment Plan: A treatment plan must be developed for all clients based on the information gathered in the initial assessment. This treatment plan shall serve as the framework for type and duration of services provided during the client's stay in the program and shall include the plan review and re-evaluation schedule. The program staff shall regularly observe each client for changes in physical, mental, emotional, and social functioning. The plan shall also document mechanisms to offer or refer clients with HIV/AIDS to primary medical services and case management services.

The client must sign an admission agreement authorizing treatment within three (3) days of admission. A counselor must develop a treatment plan for each client with collaboration from the client. Treatment plan requirements include, but are not limited to:

(1) A minimum of one educational or transition group per week and one (1) fifty (50)-minute individual session per week and one HIV education group per month. These services shall be documented in the progress notes within the client's record.

(2) An interim treatment plan which identifies the client's immediate treatment needs must be developed within three (3) days from the date of admission;

(3) Within fourteen (14) days from the date of admission, the counselor must develop a comprehensive treatment plan with long and short term goals for the continuing treatment needs of each client;

(4) Treatment plan goals and objectives must reflect problem areas identified in the assessment and reflect responses to the problem areas identified into manageable, measurable units with completion dates;

(5) The treatment plan must be action-oriented, must identify the activities or tasks the client must complete in order to attain the stated recovery goal and be action-oriented and reflecting the client's changing needs;

(6) Treatment plan must document mechanisms to offer or refer clients with HIV/AIDS to primary medical services and case management;

(7) The treatment plan must be reviewed and re-evaluated twenty-eight (28) days after development and every ninety (90) days thereafter or more often, if needed, as the client completes each phase of treatment;

(8) Each time the treatment plan is developed, reviewed, or re-evaluated, it must be signed and dated by the client and counselor who developed or re-evaluated it.

F. Referral Services: In addition to primary medical services and case management, the program must be linked to a continuum of HIV/AIDS care and

services and must link and/or refer clients to these service options, including, but not be limited to, mental health, medical care, legal, and financial services. Referrals for services shall be made at any point at which the needs of the client cannot be met by the program within its established range of services. In addition:

(1) If during intake it is determined that the needs of the client cannot be met by the program within the program's range of services, then a referral must be made to an alternate provider or venue of services; and

(2) If after admission observation or assessment reveal needs that might require a change in the existing level of service or possible discharge, referral, or transfer to another type of program, the program staff must consult with the appropriate specialist(s), as necessary, to assist in determining if such can be met by the program within the program's range of services or if a referral and transfer is required.

G. Support Services and Discharge Planning: Support services that are to be provided or coordinated must include, but not be limited to:

(1) Provision and oversight of personal and supportive services (assistance with activities of daily living and instrumental activities of daily living);

(2) Health-related services (e.g., medication management services);

(3) Transmission risk assessment and prevention counseling,

(4) Social services;

(5) Recreational activities;

(6) Meals;

(7) Housekeeping and laundry; and

(8) Transportation.

Discharge planning should include a written aftercare plan that includes specific substance abuse treatment recommendations utilizing different modalities and approaches. Clients should be offered the opportunity to participate in the aftercare planning process and shall receive a copy of the plan including active referrals to appropriate services. Clients should leave knowing they are welcome to contact the program at any time. Programs should maintain contact with clients post-discharge.

10. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS: Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

11. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto,

Contractor shall submit the following report(s):

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, Attention: Financial Services Division.

B. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

12. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize

County's data management system to register client's eligibility data, demographic/ resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to invoice for all delivered services, standardize report, importing efficiency of billing, support program evaluation process, and to provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all data submission requirements.

13. STAFFING REQUIREMENTS: Contractor shall operate continuously throughout the term of this Agreement with at least a house manager and the necessary staff for twenty-four (24) hour supervision, food preparation, cleaning, and maintenance functions. Contractor's staff shall include persons qualified to: (1) manage the facility(ies); (2) supervise operations on a twenty-four (24) hour basis; and (3) maintain records as required by OAPP.

All new staff must receive HIV/AIDS education within the first three (3) months of employment. In addition, all direct service staff must attend a minimum of sixteen (16) hours of HIV/AIDS training each year. All management staff must attend a minimum of eight (8) hours of HIV/AIDS training each year. All clerical and support staff must attend a minimum of eight (8) hours of HIV/AIDS training initially and four (4) hours each year thereafter. As of January 1, 2008, at least a minimum of fifty percent (50%) of program staff providing counseling services in each alcohol or other drug program shall be

certified pursuant to the requirements of California Code of Regulation, Title 9, Division 4, Chapter "8".

A. Direct Care Staff: The program will ensure that all direct services to clients are provided by staff trained in the provision of program services, and that all services requiring specialized skills are performed by personnel who are licensed or certified to perform the service. Direct Care Staff include:

(1) A counselor designated to perform admission, intake and assessment functions, including ongoing evaluation of the clients' treatment and care needs;

(2) A counselor responsible for oversight and provision of planned activities, including oversight of volunteers;

(3) The program must ensure that whenever clients are present, at least one (1) on-duty staff is present;

(4) In programs where there are less than six (6) beds, a minimum of one (1) on-duty staff is required during service provision hours;

(5) In programs where there are seven (7) to forty (40) beds, a minimum of two (2) on-duty staff are required during service provision hours; and

(6) In facilities where there are more than forty (40) beds, a minimum of one (1) on-duty staff is required for each additional forty (40)

beds or portion thereof during service provision hours.

B. Administrative and Support Staff:

(1) The facility administrator or designee must be on-site or able to return telephone calls within one and one-half (1½) hours and able to appear in person within (3) three hours; and

(2) Support staff, as necessary, to perform office work, cooking, house cleaning laundering and maintenance of building, equipment, and grounds.

C. Contractor shall adhere to all required direct care and administrative and support staff as outlined in this Agreement. Contractor shall report staffing pattern including any changes or additions in the OAPP monthly report. Contractor shall submit a Plan of Corrective Action (POCA) to OAPP within thirty (30) days if not in compliance with established staffing requirements and standard of care.

14. TUBERCULOSIS CONTROL: Contractor shall adhere to Exhibit C, "Tuberculosis Exposure Control Plan for Residential Facilities" as provided by the Los Angeles County Department of Public Health Tuberculosis Control Program, attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of this Plan, which shall become part of this Agreement.

15. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and

maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit D, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

16. PROGRAM RECORDS: Contractor shall maintain adequate records on each resident in sufficient detail to permit an evaluation of services. The information shall include, but not be limited to:

A. Documentation of resident's HIV/AIDS diagnosis;

B. Housing status prior to admission;

C. TB clearance certification in writing by a physician or other duly authorized health care professional that the resident is free from active tuberculosis (mycobacterium tuberculosis);

D. Written agreement signed by resident describing terms and conditions of tenancy and residents' rights;

E. Resident data including dates of admission and discharge, and emergency notification information;

F. Documentation of case management services provided including

assessment of resident's needs, assistance with goal development and traditional housing plan, and weekly progress toward accomplishment of goals/plan;

G. Name of case management agency with which resident is enrolled and/or documentation of referral to such an agency having expertise in providing case management services;

H. Documentation of provision of drug or alcohol abuse counseling or referral for such;

I. Documentation of occupancy.

17. EMERGENCY AND DISASTER PLAN: Contractor shall submit to OAPP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard residents and facility staff. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of residents, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

18. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable

hereunder. Contractor shall have a written agreement(s) with a licensed medical facility(ies) within the community for provision of emergency services as appropriate. Copy(ies) of such written agreement(s) shall be sent to Los Angeles County Department of Public Health, Office of AIDS Programs and Policy, Clinical Enhancement Services Division.

19. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit E, "People with HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights") document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all provider's delivery service sites, and disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this "Bill of Rights" document in accordance with Contractor's own document, Contractor shall demonstrate to OAPP, upon request, that Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

20. CULTURAL COMPETENCY: Program staff shall display nonjudgmental, culture affirming attitudes. Program staff shall affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual

self-assessment of their cultural proficiency.

21. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which HIV/AIDS services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and/or prevention services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director of the program;

B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;

C. Focus on linkages to care and support services;

D. Track client perception of their health and effectiveness of the service received;

E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

22. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS care services (if agency has both care and prevention contracts). Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee and signed by the medical director or

executive director based on the agency's established internal policy and procedures but not less than three (3) years. The implementation of the QM plan will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following eight (8) components.

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition (e.g., executive director, medical director, quality improvement manager/coordinator, program director, and program staff), meeting frequency, (quarterly, at minimum), and required documentation (e.g., minutes, agenda, sign-in sheet, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, so long as the already existing advisory committee's composition and activities conform to QM program objectives.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA), Chronic Care Model or The Joint Commission Model, etc.

D. Implementation of QM Program:

(1) Measurement of Quality Indicators – agency shall collect and analyze data measured from specific OAPP selected indicators:

(a) Percent of clients receiving the number of individual

counseling sessions described in the individualized treatment plan (Baseline Benchmark: Ninety percent (90%) of clients);

(b) Percent of clients who have had at least one HIV-medical care consultation during the substance abuse treatment episode (Baseline Benchmark: One hundred percent (100%) of clients);

(c) Percent of clients who report satisfaction with the services they received (Baseline Benchmark: Ninety percent (90%) of clients);

(d) Percent of clients completing the course of substance abuse treatment described in their individual plan that are successfully referred to the next level of care (Baseline Benchmark: Sixty percent (60%) of clients);

(e) Percent of clients whose treatment record documents education regarding harm-reducing and risk-reducing techniques for high-risk behaviors related to HIV (Baseline Benchmark: One hundred percent (100%) of clients).

In addition, the agency can measure other aspects of care and services as needed.

(2) Development of Data Collection Method – to include sampling strategy (e.g., frequency, percentage of sample sized), collection method

(e.g., chart audits, interviews, surveys, etc.), and a data collection tool will be utilized for measuring aspects of care.

(3) Collection and Analysis of Data – analyzed results shall be reviewed and discussed by the QM committee. The findings of the data analysis shall be communicated with all program staff involved.

(4) Identification of Improvement Strategies – QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining improvement.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback will also include the degree to which the service meets client needs and satisfaction. Client feedback shall be reviewed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data is to be reported to the QM committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievances at the level closest to the source within agency. Grievance data is to be tracked, trended, and reported to the agency's QM committee for improvements of care and services at minimum quarterly. The information is to be made available to OAPP's staff during program review.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/ or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to OAPP within the agency's next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Events reported shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any client to include, but not be limited to, client suicide, medication error, delay in treatment, and serious client fall;

(b) Any suspected physical or psychological abuse of any client, such as child, adult, and elderly.

(2) The written report shall contain the following information:

(a) Client's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

H. Random Chart Audits: Sampling criteria shall be based on important

aspects of care and shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less. Results of chart audits will be reported and discussed in the QM committee quarterly.

23. QUALITY MANAGEMENT PROGRAM MONITORING: To determine the compliance level, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

A. Details of the QM plan (QM Objective, QM Committee, QM Approach Selection);

B. Implementation of QM Program;

C. Client Feedback Process;

D. Client Grievance Process;

E. Incident Reporting;

F. Random Chart Audit (if applicable).

24. CULTURAL COMPETENCY: Program staff shall display nonjudgmental, culture affirming attitudes. Program staff shall affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SCHEDULE 4

TARZANA TREATMENT CENTERS, INC.
CRYSTAL METHAMPHETAMINE PROGRAM

HIV/AIDS SUBSTANCE ABUSE SERVICES - TRANSITIONAL HOUSING

Budget Period
Date of Board Approval
through
June 30, 2008

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Transitional housing services for methamphetamine users	620.91	$85.00	$52,778
Service:			
Service:			
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION	620.91		$52, 778
MAXIMUM MONTHLY PAYMENT			$13,194

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the FEE-FOR-SERVICE REIMBURSEMENT Paragraph of this Agreement.

SCHEDULE 5

TARZANA TREATMENT CENTERS, INC.
CRYSTAL METHAMPHETAMINE PROGRAM

HIV/AIDS SUBSTANCE ABUSE SERVICES - TRANSITIONAL HOUSING

Budget Period
July 1, 2008
through
June 30, 2009

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Transitional housing services for methamphetamine users	1,241.82	$85.00	$105,555
Service:			
Service:			
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION	1,241.82		$105,555
MAXIMUM MONTHLY PAYMENT			8,796

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the FEE-FOR-SERVICE REIMBURSEMENT Paragraph of this Agreement.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 1

1	Agency Name:	Tarzana Treatment Center, Inc.
2	Executive Director:	Scott Taylor
3	Address of Service Delivery Site:	7101 Baird Avenue
		Reseda California 91335

4 In which Service Planning Area is the service delivery site?

____	One: Antelope Valley	X	Two: San Fernando Valley
____	Three: San Gabriel Valley	____	Four: Metro Los Angeles
____	Five: West Los Angeles	____	Six: South Los Angeles
____	Seven: East Los Angeles	____	Eight: South Bay

5 In which Supervisorial District is the service delivery site?

____	One: Supervisor Molina	____	Two: Supervisor Burke
X	Three: Supervisor Yaroslavsky	____	Four: Supervisor Knabe
____	Five: Supervisor Antonovich		

6 Based on the number of resident days to be provided at this site, what percentage of your allocation is designated to this site ? 100%

Exhibit IV

Contract No. H-700252

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HIV/AIDS PEER SUPPORT SERVICES AGREEMENT

CRYSTAL METHAMPHETAMINE PROGRAM

Amendment No. 3

THIS AMENDMENT is made and entered into this _____ day of _____, 2008,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and BEING ALIVE: PEOPLE WITH HIV/AIDS ACTION COALITION (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) PEER SUPPORT SERVICES AGREEMENT " dated February 17, 2004, and further identified as Agreement No. H-700252, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on Date of Board Approval.

2. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on Date of Board Approval and continue in full force and effect through June 30, 2009, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit E attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs F, and G, shall be added to Agreement as follows:

"F. During the period of date of Board approval through June 30, 2008, the maximum obligation of County for HE/RR Crystal Methamphetamine Program services provided hereunder shall not exceed Eight Thousand Dollars ($8,000). Such maximum obligation is comprised entirely of Net County Cost (NCC) funds. This sum represents the total maximum obligation of County as shown in Schedule 6, attached hereto and incorporated herein by reference.

G. During the period of date of July 1, 2008 through June 30, 2009, the maximum obligation of County for HE/RR Crystal Methamphetamine Program services provided hereunder shall not exceed Twelve Thousand Dollars ($12,000). Such maximum obligation is comprised entirely of Net County Cost

(NCC) funds. This sum represents the total maximum obligation of County as shown in Schedule 7, attached hereto and incorporated herein by reference."

5. Paragraph 7, COMPENSATION, shall be amended to read as follows:

"7. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedules 6 and 7 and the COST REIMBURSEMENT paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph 6, CONFLICT OF TERMS, shall be amended to read as follows:

"6. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement including its ADDITIONAL PROVISIONS and that of any of the Exhibits, Attachments, and Schedules attached hereto and any documents incorporated herein by reference, the language in this Agreement shall govern and prevail."

7. Exhibit E, SCOPE OF WORK FOR HIV/AIDS HIV PEER SUPPORT SERVICES, is attached to this Amendment and incorporated in Agreement by reference.

8. Schedules 6 and 7, BUDGETS FOR HIV/AIDS HIV PEER SUPPORT SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

9. Except for the changes set forth hereinabove, Agreement shall not be

changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., MPH
Director and Health Officer

BEING ALIVE: PEOPLE WITH HIV/AIDS ACTION COALITION
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grant

EXHIBIT E

BEING ALIVE: PEOPLE LIVING WITH HIV/AIDS ACTION COALITION CRYSTAL METHAMPHETAMINE PROGRAM

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

1. DEFINITION: HIV/AIDS Health Education/Risk Reduction (HE/RR) prevention services are comprehensive programs that: provide individual assessments of personal risk factors for HIV infection if HIV-negative and for HIV infection or HIV transmission if HIV-positive; develop and utilize a variety of strategies to enhance personal risk reduction efforts; and implement strategies to support and maintain behavior change. The delivery format of such programs includes, but is not limited to: targeted outreach, interventions delivered to individuals (IDIs), interventions delivered to groups (IDGs), community-level interventions, and health communication/public information interventions.

2. PERSONS TO BE SERVED:

A. HIV/AIDS HE/RR prevention services shall be provided to men who have sex with men (MSM), who reside in Supervisorial District 3, within Service Planning Area (SPA) 4 of Los Angeles County, in accordance with Attachment I, "Service Delivery Specifications", attached hereto and incorporated herein by reference.

B. The Contractor will target the aforementioned behavioral risk groups (BRG). The BRG model is based upon behavior versus population membership,

recognizing that it is a person's behavior that places him or her at risk for HIV infection. The seven prioritized BRGs in Los Angeles County include men who have sex with men (MSM), men who have sex with men and women (MSM/W), men who have sex with men who are also injection drug users (MSM/IDU), heterosexual male injection drug users (HM/IDU), female injection drug users (F/IDU), women at sexual risk (WSR) and their partners, and transgenders at sexual risk/transgender injection drug users (TSR/TIDU) and their partners. All risk behaviors must be disclosed by the client and not assumed by agency staff. Additional priority populations include persons living with HIV/AIDS (PLWH/A), Youth (persons 24 years of age or younger), and American Indians/Alaskan Natives. The BRG definitions are as follows:

(1) Men who have sex with men (MSM): Men who engage in insertive or receptive sexual behavior, including anal or oral sex, with men, irrespective of sexual identity.

(2) Men who have sex with men and women (MSM/W): Men who engage in insertive or receptive sexual behavior, including anal, vaginal, or oral sex, with men and women, irrespective of sexual identity.

(3) Men who have sex with men who are also injection drug users (MSM/IDU): Men who engage in insertive or receptive sexual behavior, including anal and oral sex, with men and who report a history of injection drug use.

(4) Heterosexual men who are injection drug users (HM/IDU):

Men who inject drugs (e.g. heroin, methamphetamine) or other substances (e.g. steroids, vitamins) either intravenously or subcutaneously.

(5) Females who are injection drug users (F/IDU): Females who inject drugs (e.g. heroin, methamphetamine) or other substances (e.g. steroids, vitamins) either intravenously or subcutaneously.

(6) Women at sexual risk and their partners (WSR): Women who engage in vaginal, oral, or anal sex with an HIV-positive male partner, a male partner who has sex with other men, a male partner who injects drugs or other substances, a male partner who is a sex worker, a transgender partner or multiple male partners. Multiple partners is defined as three or more partners. Women are also at sexual risk if they engage in anal receptive sex, have a history of a sexually transmitted disease, exchange sex for drugs, money or other items, or have sex while using non-injection drugs.

(7) Transgenders at sexual risk/transgender injection drug users (TSR/TIDU) and their partners: Persons who adopt a gender identity that is different from their biological sex (e.g. biological male who identifies as a woman). The term transgender includes biological males who live all or part of their lives as women and biological females who live all or part of their lives as men whether or not they have had surgical procedures to alter their genitalia. Behavioral risks for transgenders include engaging in

vaginal, oral, or anal sex with an HIV-positive partner, a male partner who has sex with other men, a partner who injects drugs or other substances, a partner who is a sex worker, a transgender partner, or multiple male partners (three or more). In addition transgenders who engage in anal receptive sex, have a history of a sexually transmitted disease, exchange sex for drugs, money or other items, have sex while using non-injection drugs, or inject drugs or other substances are also considered to be at risk for HIV.

3. SERVICE DELIVERY SITE: Contractor's facility where services are to be provided hereunder is located at: 621 North San Vicente Boulevard, West Hollywood, California 90069; 1125 North McCadden Place, Los Angeles, Los Angeles, California 90038; 1300 North Vermont Avenue, Los Angeles, California 90027; and 2640 Griffith Park Boulevard, Los Angeles, California 90038. For the purposes of this Agreement, Contractor shall specify cross streets and locations for all HE/RR activities in monthly reports to Office of AIDS Programs and Policy (OAPP). OAPP reserves the right to approve or deny all sites.

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such locations.

4. COUNTY'S MAXIMUM OBLIGATION: During the period of Date of Board Approval through June 30, 2009, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS HE/RR Crystal Methamphetamine Program services shall not exceed Twenty Thousand Dollars ($2,000).

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder as set forth in Schedules 6 and 7. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

B. Services performed under this Agreement are subject to review of monthly and annual expenditures and program performance, comparison of BRG versus non-BRG served, etc. OAPP may modify payment for services based on the above-mentioned criteria.

C. Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT paragraph of this Agreement.

D. Contractor shall utilize funds received from County for the sole purpose of providing HIV/AIDS HE/RR prevention services.

6. SERVICES TO BE PROVIDED:

A. Contractor shall provide HIV/AIDS HE/RR prevention services in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibits E-1 Scope of Work, attached hereto and incorporated herein by reference.

B. Outreach Services: For the purposes of this Agreement, Outreach Services shall be defined as educational interventions that are generally

conducted by trained staff or volunteer educators face-to-face with individuals in neighborhoods or other areas where the target population gathers. Outreach activities can take place in such sites as streets, bars, parks, bathhouses, shooting galleries, among others. The primary purpose of Outreach is the recruitment of individuals into more intensive services. Contractor at a minimum shall conduct a brief risk assessment and provide appropriate risk reduction information and materials, including, but not limited to: risk reduction literature; condoms; lubricant and safer sex instructions; bleach; water; and directions to properly clean needles and works. Other aspects of Outreach include that the outreach worker discusses the agency's or other HIV/AIDS programs and how the individual can benefit from these services based on the brief risk assessment. Contractor shall gather the following required documentation during Outreach: date of encounter; location including address or cross street and zip code; client name, identification number, or unique identifier; age or age range; race/ethnicity; gender; a brief risk assessment; behavior risk group; and phone number or email address. The Outreach form must be signed or initialed and dated by staff member conducting the intervention. Outreach staff shall set up an appointment with each client for intake and/or provide a Linked Referrals. A Linked Referral is the direction of a client to a specific service as indicated by the risk assessment. At a minimum, a Linked Referral must include: referral information provided in writing and verification regarding the client's access to services.

(1) Outreach Minimum Performance Indicators: Contractor shall document the mean number of outreach encounters required to get one person to access any of the following services: HIV counseling and testing services, sexually transmitted disease screening and testing services, an Interventions Delivered to Individual service, a Interventions Delivered to Group service or prevention case management.

C. Interventions Delivered to Individuals: For the purposes of this Agreement, Interventions Delivered to Individuals (IDIs) shall be defined as health education and risk reduction counseling provided to one individual at a time. IDIs assist clients in making plans for individual behavior change, provide ongoing appraisals for the client's own behavior, and includes skills-building activities. IDI activities are intended to facilitate linkages to services in both clinic and community-based settings and to support behaviors and practices that prevent transmission of HIV.

(1) IDI Counseling Sessions: IDIs shall consist of three sessions. Each session will be a minimum of twenty minutes and must be conducted on three different days. The sessions will focus on the risk behaviors of the individual, identification of the personal factors that affect actions, knowledge, skills building and behavior change activities (safer sex practices, proper condom/latex barrier use and demonstration, needle cleaning techniques). The counseling sessions shall be conducted by trained program staff or trained volunteers. One-on-one risk reduction

counseling must include a thirty (30), sixty (60) and ninety (90) day follow-up component to assess adoption of risk reduction behaviors over a period of time. An alternative follow-up schedule may be implemented as approved by OAPP. The follow-up sessions may be conducted face-to-face, on the telephone, or via the internet.

(2) Direct Services: During each term of this Agreement, Contractor shall conduct the following services for Interventions Delivered to Individuals as required in the Scope of Work:

(a) Individual Risk Reduction Counseling Sessions: Contractor shall ensure that documentation is maintained for individual risk reduction counseling sessions. At a minimum, documentation shall include: date(s) of individual/one-on-one sessions and follow-up sessions, location or site of sessions, client name or identification number/unique identifier, progress notes describing what was discussed during each session, a completed risk assessment, a risk reduction plan, client's commitment to risk reduction behaviors, type of follow-up and location or site of follow-up, follow-up session outline or progress note describing status of risk reduction plan, and any referrals given.

(b) Risk Assessment: Contractor shall ensure that a risk assessment is conducted during the IDI. The risk assessment will include, but not be limited to: client's risk behaviors, risk reduction

skills, barriers to safer behavior, HIV status, substance use, social support systems, primary prevention strategies to keep a person HIV negative, secondary prevention strategies for HIV positive clients to reduce HIV transmission, keep the person healthy over time, and prevent re-infections, and identified resources to assist clients in areas of need. Risk assessments shall also consist of the following required documentation: date of assessment; signature and title of staff person conducting assessment.

(c) Risk Reduction Plan: Contractor shall ensure that risk reduction plan is completed during the individual risk reduction counseling sessions. At a minimum, risk reduction plan documentation shall include: goal setting, action steps, and a timeline to complete the action steps and goal. In addition, the client must identify a short term goal to complete during the initial three sessions and a long term goal to attempt during the follow-up sessions.

(d) Linked Referrals: Contractor shall ensure that referral documentation is maintained for individual risk reduction counseling sessions. At a minimum, referral documentation shall include: date of referral; client name; identification number or unique identifier; name; address and telephone number of referral agency; reason for referral; follow-up verification that client

accessed services; signed and dated by staff member providing services.

(3) IDI Risk Reduction Counseling Staff Qualifications: At a minimum, each IDI staff shall possess: a bachelor's degree or four (4) years experience in a human-service-related field, such as social work; psychology; nursing; counseling; peer counseling; OR health education or IDI staff shall have completed training on risk reduction counseling and have at least two years experience providing counseling; ability to develop and maintain written documentation; knowledge of HIV risk behaviors; human sexuality; substance use; STDs; and Hepatitis; the target population; and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The IDI staff providing services hereunder shall be supervised by a staff member or consultant with experience in providing individual counseling services and have the academic training and/or at least four years experience in counseling to ensure the appropriateness and quality of services. Such academic training includes: a bachelor's degree; Master's of Social Work (M.S.W.) degree; master's degree in counseling/psychology; licensed Marriage and Family Therapist (M.F.T.); Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field.

(4) IDI Risk Reduction Case Conferencing/ Supervision: Contractor shall provide oversight in the form of one-on-one supervision or group case conferencing for all staff conducting IDI interventions at a minimum of one (1) hour per week or two (2) hours biweekly.

(a) Case Conferences will consist of group discussion of selected clients with supervisor and peers to assist in problem-solving related to clients and to ensure that guidance and high-quality services are being provided.

(b) Supervision will consist of one-on-one meeting between Supervisor and counselor to discuss selected clients with supervisor and peers to assist in problem-solving related to clients and to ensure that guidance and high-quality services are being provided.

(c) Case conferences or Supervision shall consist of the following required documentation: Date of case conference or individual supervision and name of participants. In addition, individual client's discussed will have documentation in the IDI chart outlining issues and concerns identified; follow-up plan; verification that guidance has been implemented; and supervisor's first initial, last name, and title.

(5) Minimum Interventions Delivered to Individuals Indicators: Contractor shall document the minimum IDI indicators to include, but not

be limited to: the proportion of persons that completed the intended number of IDI sessions, and the proportion of the intended number of BRG clients to be reached with IDI who were actually reached.

D. Interventions Delivered to Groups: For the purposes of this Agreement, Interventions Delivered to Groups (IDG) are health education and risk reduction counseling that is provided to groups of varying sizes. IDG may include peer and non-peer models involving a wide range of skills, information, education, and support. IDG must have a multiple session component thereby including at least three (3) sessions in its design with a follow-up component.

(1) Direct Services: During each term of this Agreement, Contractor shall conduct services for one (1) or more of the following activities as required in the Scope of Work:

(a) Group Risk Reduction Counseling: Small group counseling sessions focusing on behavior change activities, such as safer sex practices, proper condom/latex barrier use and demonstration, and needle cleaning techniques, and conducted by trained program staff or trained volunteers. IDG sessions shall range from a series of three (3) sessions (or modules) to six (6) sessions. Group risk reduction counseling sessions follow the close-ended group model. Close-ended groups are structured, have a defined lifespan, and are also likely to set membership limits. The closed group allows for important continuity and

facilitating the development of trust among members, as they get to know each other over time. The closed group model is more suitable to the establishment of client-specific outcome objectives that can be monitored over time (e.g. self-reported increased condom use with sexual partners at the end of four (4) weeks of group attendance). Follow-up with the client shall be conducted 30 days after the completion of the initial modules.

i) Group risk reduction counseling shall consist of the following required documentation: dates; length of each session; and location of group; names, client identification numbers, or unique identifiers of participants; and follow-up form describing progress of client as outlined in the Scope of Work. All Sessions must follow a curriculum as approved by OAPP.

(b) Support Group Counseling: Informal groups that encourage maintenance of newly acquired risk reduction behaviors. Support groups are usually open-ended with open enrollment and where extended life is more suited to member's needs. Open ended groups facilitate the potential member's ability to drop in when they need to. Clients must attend at least three (3) support group counseling sessions. These sessions are less structured than group risk reduction counseling and are not psychotherapy

groups. Support groups may be conducted by trained, self-identified members of the target population or staff. Follow-up with the client shall be conducted 30 days after the completion of the initial three sessions.

i) Support group counseling shall consist of the following required documentation: date; time; and location of group; names, client identification numbers, or unique identifiers of participants; follow-up form describing progress of client as outlined in the Scope of Work. A group outline, agenda, or minutes which briefly describe what was discussed must be kept on file.

(c) Peer Health Education Training: Structured training sessions in which a speaker(s) presents to target population peers highly structured health education and risk reduction intervention information. Peer training shall support peers in providing HIV education to peers. Peer Health Education Training is designed to enable peer to conduct outreach, facilitate groups, conduct IDIs, or initiate informal conversations in the community. Trainings may be single or multi-session and shall provide educational information based on an OAPP approved curriculum.

i) Peer Health Education Training shall consist of the following required documentation: date; time; and location

of training; participant names; certification test; and a training outline based on an OAPP approved curriculum.

(d) Risk Assessment: Contractor shall ensure that a risk assessment is conducted during Interventions Delivered to Groups. The risk assessment will include, but not limited to: client's risk behaviors, risk reduction skills, barriers to safer behavior, substance use, social support systems, HIV status, and identified resources to assist clients in areas of need. Risk assessments shall also consist of the following required documentation: date of assessment; signature and title of staff person conducting assessment.

(e) Referrals: Contractor shall ensure that all persons of unknown HIV status are referred to HIV testing. At a minimum, documentation of this referral shall include: date of referral, client name, identification number, or unique identifier, name, address and telephone number of referral agency, signed and dated by staff member providing services.

(2) IDG Staff Qualifications: At a minimum, each staff shall possess a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledge of HIV risk behaviors, human sexuality,

substance use, STDs, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The staff and volunteers providing services hereunder shall be supervised by a staff member or consultant with experience in providing group facilitation and have the academic training and/or experience to ensure the appropriateness and quality of services. Such academic training includes: Master's of Social Work (M.S.W.) degree; master's degree in counseling/psychology; licensed Marriage and Family Therapist (M.F.T.); Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

(3) Minimum IDG Indicators: Contractor shall document the minimum Group-Level Intervention (IDG) Indicators to include, but not be limited to: the proportion of persons that completed the intended number of sessions, and the proportion of the intended number of the BRG clients to be reached with the IDG who were actually reached.

E. Community Level Interventions: For the purposes of the agreement, Community Level Interventions seek to reduce risk conditions and promote healthy behaviors in a community through a focus on the community as a whole,

rather than by intervening with individuals or small groups. This is often done by attempting to alter social norms, policies, or characteristics of the environment. Examples of CLI include community mobilization efforts, social marketing campaigns, community-wide events, policy interventions, and structural interventions.

(1) Direct Services: During each term of this Agreement, Contractor may conduct the following services for CLIs as required in the Scope of Work:

(a) Community Mobilization: This is a process by which community citizens take an active role in defining, prioritizing, and addressing issues in their community. The process focuses on identifying and activating the skills and resources of residents and organizations while developing linkages and relationships within and beyond the community for the purpose of expanding the current scope and effectiveness of HIV/STD prevention.

(b) Community Forums: Community forums are CLIS in which information is provided to and elicited from the community.

(c) Health Fairs/Community Events: Special events such as street fairs, job fairs, health fairs, World AIDS Day activities, and local celebrations in communities that deliver public information to large numbers of people.

(d) Structural Interventions: This is an intervention

designed to remove barriers and incorporate facilitators of an individual's HIV prevention behaviors. These barriers or facilitators include physical, social, cultural, organizational, community, economic, legal, or policy circumstances or actions that directly or indirectly affect an individual's ability to avoid exposure to HIV.

(e) Social Marketing: A CLI that uses modern marketing principles to affect knowledge, attitudes, beliefs, and/or practices regarding HIV/AIDS risk, and associated behavior change and risk reduction, access to services and treatment education. Social marketing must go beyond advertising a particular service or hotline number and include an action statement. Social marketing activities must include a planning, development, and distribution phase as required by OAPP's Material Review Process.

(2) CLI Staff Qualifications: At a minimum, each staff shall possess a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledge of HIV risk behaviors, human sexuality, substance use, STDs, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The staff and volunteers providing services hereunder shall be supervised by a staff member or

consultant with experience in providing group facilitation and have the academic training and/or experience to ensure the appropriateness and quality of services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

F. Health Communication/Public Information (HC/PI): For the purposes of the agreement, HC/PIs are the delivery of planned HIV/AIDS prevention messages through one or more channels to target audiences to build general support for safer behavior, support personal risk-reduction efforts, and/or inform persons at risk for interventions with skills building component.

(1) Group Presentations: These are information-only activities conducted in group settings often call "one-shot" educational interventions. Group presentations differ from risk reduction counseling in that presentations lack a skills-building component. Group presentation cannot be a stand-alone intervention and must be complemented by at least one other HE/RR intervention.

(2) Direct Services: During each term of this Agreement, Contractor shall conduct the following services for HC/PIs as required in the Scope of Work:

(a) HC/PI sessions in group settings. Contractor shall ensure that documentation is maintained for HC/PI sessions. At a minimum documentation shall include: date of HC/PI session, location or site of session, and a summary of what was discussed during the session.

(b) Linked Referrals: Contractor shall ensure that referral documentation is maintained for individual risk reduction counseling sessions. At a minimum, referral documentation shall include: date of referral, client name, identification number, or unique identifier, name, address and telephone number of referral agency, reason for referral, follow-up verification that client accessed services, signed and dated by staff member providing services.

(3) HC/PI Staff Qualifications: At a minimum, each staff shall possess a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledge of HIV risk behaviors, human sexuality, substance use, STDs, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The staff and volunteers providing services hereunder shall be supervised by a staff

member or consultant with experience in providing group facilitation and have the academic training and/or experience to ensure the appropriateness and quality of services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

7. STAFFING REQUIREMENTS:

A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Agreement, staff shall be defined as paid individuals providing services as described in Exhibits E-1, Scope of Work, attached hereto and incorporated herein by reference.

B. Contractor shall maintain recruitment records, to include, but not be limited to: 1) job description of all positions funded under this Agreement; 2) staff résumé(s); 3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate. In addition, contractor shall submit job descriptions and resumes for all staff providing services on this Agreement.

C. Contractor shall ensure that an annual performance evaluation is completed on all staff paid on this Agreement.

D. In accordance with the ADDITIONAL PROVISIONS attached hereto and incorporated herein by reference, if during the term of this Agreement an executive director, program director, or a supervisory position becomes vacant, Contractor shall notify the OAPP Director in writing prior to filling said vacancy.

8. STAFF DEVELOPMENT AND TRAINING: Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibits E-1, Scope of Work, attached hereto and incorporated herein by reference.

A. Contractor shall provide and/or allow access to ongoing staff development and training of HIV/AIDS HE/RR staff. All direct service staff in this agreement shall have general training including, but not be limited to:

(1) HIV/AIDS Training: Training shall include at a minimum: how the immune system fights diseases; routes of transmission; transmission myths; HIV's effect on the immune system and opportunistic infections; HIV treatment strategies; HIV antibody testing and test site information; levels of risky behavior; primary and secondary prevention methods; psychosocial and cultural aspect of HIV infection; and legal and ethical issues.

(2) Sexually Transmitted Diseases (STD) Training: Training shall include at a minimum: routes of transmission; signs and symptoms; treatment and prevention; complications; and links between HIV for Chlamydia; gonorrhea; syphilis; trichomoniasis; genital herpes; genital warts and hepatitis.

(3) Tuberculosis (TB) Training: Training shall include at a minimum: definition of TB exposure and disease; routes of transmission; signs and symptoms; TB tests; treatment and prevention; drug resistant TB; and links between TB and HIV.

(4) Cultural/Diversity Sensitivity Training: Training will include at a minimum: finding common ground; respecting differences; and how HIV/AIDS interacts with race, class, sex, and sexual orientation.

(5) Substance Use and Crystal Methamphetamine Use Training: Training will include at a minimum: substance use trends; prevention and treatment; and association with HIV risk.

(6) Legal/Ethical Issues Training: Training will include at a minimum: confidentiality and limitations and boundaries of the paraprofessional role.

B. Outreach Staff Training: In addition to the aforementioned training, for all paid staff conducting outreach, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing outreach services. Staff training shall include, but not be limited to:

(1) Outreach policies and procedures; rapport building; understanding outreach in a scientific context, engagement strategies, health information and demonstration strategies, confidentiality and ethics, and knowledge of social services in the area

(2) Targeted Prevention Activity Training focused on conducting

brief risk assessments and documenting referrals.

C. IDI Staff Training: In addition to the aforementioned training, for all paid staff conducting IDIs, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing IDI services. Staff training shall include, but not be limited to:

(1) Orientation to roles, limitations of responsibility, how and when to access supervision, how and when to utilize other service providers, client centered counseling, non-judgmental responding and empathetic listening.

(2) IDI Counseling skills such as boundary setting, active listening, and engagement strategies

(3) Risk Assessment training including rapport building, survey administration, data gathering, and documentation.

D. IDG Staff Training: In addition to the aforementioned training, for all paid staff conducting IDGs, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing IDG services. Staff training shall include, but not be limited to:

(1) Orientation to internal IDG policies and procedures; tracking systems; client follow-up procedure; recruitment and retention strategies; how and when to access supervision; how to utilize and refer clients to other available services.

(2) Curriculum Development - Contractor shall ensure that at least

one staff who is responsible for the development of curricula attend OAPP's "Making the Connection: Developing a Comprehensive Curriculum" training.

(3) Facilitation skills including: facilitation of prevention and education support/discussion groups; non-judgmental responding; empathetic listening; and service documentation.

(4) Risk Assessment: Staff training shall include, but not be limited to: rapport building; survey administration; data gathering; and documentation.

E. CLI Staff Training: In addition to the aforementioned training, for all paid staff conducting CLIs, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing CLIs. Staff training shall include, but not be limited to:

(1) Orientation to CLI policies and procedures; event organizing; how to utilize and refer clients to other available services.

(2) Social Marketing Training including how to plan a campaign, develop strategy, evaluate campaign, and distribute social marketing materials.

F. HC/PI Staff Training: In addition to the aforementioned training, for all paid staff conducting HC/PI, contractor shall conduct or arrange at least 4 additional hours per year of appropriate staff training to assist staff with performing HC/PI services. Staff training shall include, but not be limited to:

(1) HC/PI policies and procedures; rapport building; recruitment strategies, health information and demonstration strategies, confidentiality and ethics, and knowledge of social services in the area;

(2) Facilitation skills including: facilitation of prevention and education support/discussion groups; non-judgmental responding.

G. Contractor shall maintain documentation of staff training to include, but not be limited to: 1) date, length of time, and location of staff training; 2) training topic(s); and 3) name of attendees.

H. Contractor shall document training activities in monthly reports to OAPP. For the purpose of this Agreement, training documentation shall include, but not be limited to: 1) date, length of time, and location of staff training; 2) training topic(s); and 3) name of attendees.

9. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for HERR services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, Attention: Financial Services Division Director.

B. Semi-Annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format.

C. Annual Reports: Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the year due thirty (30) days after the last day of the contract term.

D. Other Reports: As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

10. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

11. QUALITY MANAGEMENT: Contractor shall implement a Quality

Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services.

A. The QM program shall at a minimum:

(1) Identify leadership and accountability of the medical director or executive director of the program.

(2) Use measurable outcomes and data collected to determine progress toward established benchmarks and goals.

(3) Focus on linkages to care and support services.

(4) Track client perception of their health and effectiveness of the service received.

(5) Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

B. Quality Management Plan: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS prevention services. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following:

(1) Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

(2) QM Committee: The QM plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, so long as the already existing advisory committee's composition and activities conform to QM program objectives.

(3) Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PSDA), Chronic Care Model, Joint Commission on Accreditation of Healthcare Organization (JCAHO), or 10-Step model, etc.

(4) Implementation of QM Program:

(a) Measurement of Quality Indicators: Collection and analysis of data measured from specific OAPP selected indicators.

(b) Development of Data Collection Method: To include sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., chart abstraction, interviews, surveys, etc.), and creation of a data collection tool.

(c) Collection and Analysis of Data: Results shall be reviewed and discussed by the QM committee. The findings of the

data analysis shall be communicated with all program staff involved.

(d) Identification of Improvement Strategies: QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining achieved improvement.

(5) Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback will also include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM committee on a regular basis for the enhancement of service delivery. Aggregate data is to be reported to the QM Committee annually for continuous program improvement.

(6) Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data is to be tracked, trended, and reported to the committee for improvements in care and services. The information is to be made available to OAPP's staff during program review.

(7) Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statues, and regulations. Contractor shall furnish to OAPP

Executive Office, upon the occurrence, during the operation of the facility, incidents and/or sentinel events specified as follows:

(a) A report shall be made to the appropriate licensed authority and OAPP within the agency's next working day during its normal business hours or as required by federal and State laws, statues, and regulations. Events reported shall include the following:

(b) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any client to include but not limited to patient suicide, medication error, delay in treatment, and serious patient fall.

(c) Any suspected physical or psychological abuse of any client, such as child, adult, and elderly.

(d) In addition, a written report containing the following:

i) Client's name, age, and sex

ii) Date and nature of event

iii) Disposition of the case

iv) Staffing pattern at the time of the incident.

(8) Random Chart Audit: Sampling criteria shall be based on important measurable objectives of the service's Scope of Work and shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less. Results of chart audits shall be reported and discussed in the QM committee quarterly.

C. Quality Management Program Indicators: To determine the compliance level, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on 100% as the maximum score. Contractor's QM program shall be assessed for the following components:

(1) Details of the QM plan (QM Objectives, QM Committee, QM Selection Approach)

(2) Implementation of the QM Program

(3) Client Feedback Process

(4) Client Grievance Process

(5) Incident Reporting

(6) Random Chart Audit

12. EVALUATION:

A. Contractor shall submit an evaluation plan for contracted services within sixty (60) days of the receipt of the fully executed Agreement. The evaluation plan shall be consistent with the Centers for Disease Control and Prevention (CDC) Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) as it currently exist or as it is modified in the future. The Guidance is also available in the internet at www.cdc.gov/hiv/eval.htm

B. Contractor shall submit process data consistent with the types of data required by the CDC (Example forms to summarize process data located in

Volume 2, Chapter 4 of Evaluating CDC-funded Health Department HIV Prevention Programs), as directed by OAPP.

C. OAPP shall provide Contractor with CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) and forms.

D. Contractor shall submit to OAPP the Mid-Year and Annual Evaluation Progress Report no later than thirty (30) days after each six (6) month period. The required data and information shall be submitted in accordance with the CDC Evaluation Guidance and forms, as provided by OAPP.

E. OAPP shall provide written notification to Contractor of any revisions or modifications to CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volume 1 and 2, (2001) and forms within ten (10) working days of OAPP's receipt of such revisions or modifications.

F. Contractor shall participate in the OAPP-managed development of a uniform data collection system for prevention evaluation as directed by OAPP.

13. DATA COLLECTION SYSTEMS:

A. Contractor shall utilize the web-based HIV/AIDS Information Resources System (HIRS) or any other data collection system as directed by the Director of OAPP for collection, data entry, and generation of client-level data to submit to OAPP.

B. Contractor shall provide their own computer hardware including a personal computer (PC), monitor, keyboard, mouse and printer with existing

OAPP hardware and software compatibility list. The computer's central processing unit (CPU) at a minimum shall contain the following hardware and software requirements: 256 megabytes (MB) or higher of random access memory (RAM); 20 gigabyte (GB) or higher hard drive; Windows 98 or higher operating system; floppy disk drive; CD-Rom drive; Symantec Norton or McAfee Anti-Virus; Adobe Acrobat; and Microsoft Office. Contractor shall be responsible for maintenance of their computer hardware and software.

(1) Contractor shall provide their own computer supplies required by the data management/data reporting process. Computer supplies include: digital subscriber line (DSL); web browser version 6.0 or higher; simple network management protocol (SNMP) agent; equipment maintenance contracts, insurance, CDs and CD labels, toner cartridges, printer paper, and envelopes.

(2) Contractor may seek assistance from OAPP Network Administrator for software installation if necessary, training, and troubleshooting, strategies for data management, and consultation on the process/management of the questionnaire from the client to the software.

14. PARTNER COUNSELING AND REFERRAL SERVICES/DISCLOSURE ASSISTANCE SERVICES: Partner Counseling and Referral Services (PCRS)/Disclosure Assistance Services (DAS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV.

Notified partners are offered or referred to HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

A. Services to be Provided: During each term of this Agreement, trained program staff, as specified in Paragraph 14, Section B, shall provide linked referrals PCRS/DAS to HIV Positive persons in accordance with procedures formulated and adopted by Contractor's staff, the Centers for Disease Control and Prevention (CDC); consistent with California law; California Department of Public Health (CDPH) - Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Public Health (CDPH) - Office of AIDS (OA) guidelines and the terms of this Agreement. The Director of OAPP shall notify Contractor of any revisions to OAPP policies and procedures, which shall become part of this Agreement. All PCRS/DAS shall follow the CDC guidance on HIV PCRS/DAS. Minimum services to be provided shall include, but not be limited to, the following:

(1) Offer PCRS/DAS to at least ninety (90%) of all HIV positive persons as a routine part of service delivery. Individuals who do not wish to receive PCRS/DAS will be asked for demographic information including but not limited to: age; date of birth; zip code; gender; race; marital status; and reasons for refusal so that characteristics of non-respondents can be evaluated.

(2) Provide a linked referral to PCRS/DAS to at least 80% of all HIV-positive clients.

B. Additional Staffing Requirements: Partner Counseling and Referral Services/Disclosure Assistance Services shall be provided by individuals who are appropriately trained, qualified, who meet the guidelines set forth by the CDPH-OA and the CDC and are linguistically and culturally appropriate. Programs should obtain staff that have general computer skills that will allow them to input data into the HIV Information Reporting System (HIRS)or another data system as required by OAPP.

(1) At a minimum, contractor must ensure that at least one program staff attends the PCRS/DAS training provided by OAPP and/or the State PCRS Program. Program staff shall be chosen based on the following prioritized list:

(a) HCT Counselors

(b) Medical Outpatient Providers

(c) Prevention Case Managers/Case Managers

(d) Health Educators

(e) Other Prevention Services Staff

(f) Other Care Services Staff

15. REQUIREMENTS FOR CONTENT OF AIDS-RELATED MATERIALS:

A. Contractor shall comply with the Interim Revision, or most current, Requirements for Content of AIDS-related Written Materials, Pictorials,

Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, as referenced in Exhibit B.

B. Contractor shall obtain written approval from OAPP's Director or designee for all educational materials utilized in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).

16. NEEDLE EXCHANGE EXCLUSION:

A. Contractor shall not utilize funds received from County for the purpose of purchasing and exchanging needles.

B. Contractor shall ensure that all staff supported by County funds are not engaged needle exchange activities.

C. Contractor shall be responsible for reimbursing County for all funds expended on any and all activities associated with needle exchange.

17. PREVENTION PLANNING COMMITTEE AND SERVICE PLANNING NETWORK REQUIREMENTS:

A. Contractor shall actively participate in the Prevention Planning Committee (PPC) meetings to assist in the planning and operations of prevention services in Los Angeles County.

B. Contractor shall actively participate in the Service Provider Network (SPN) meetings to assist in the coordination of HIV/AIDS services in Los Angeles County.

18. SUB-CONTRACT AND CONSULTANT AGREEMENTS:

A. Contractor shall fully comply with the Subcontracting Paragraph of the ADDITIONAL PROVISIONS section of this Agreement. In addition, the Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement, or as otherwise approved by OAPP. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her designee(s), prior to commencement of subcontracted and/or consultant services.

19. ADDITIONAL REQUIREMENTS:

A. Contractor shall provide HIV/AIDS CRCS prevention services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibits E-1, Scope of Work, attached hereto and incorporated herein by reference.

B. Failure of Contractor to abide by this requirement may result in the suspension or immediate termination of this Agreement at the Director's sole discretion.

Attachment I

SERVICE DELIVERY SPECIFICATIONS

BEING ALIVE: PEOPLE WITH HIV/AIDS ACTION COALITION, INC.

HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

BEHAVIORAL RISK GROUPS: MSM AND MSM/W

SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA)								
SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
0%	**0%**	**0%**	**100%**	**0%**	**0%**	**0%**	**0%**	**100%**

Service delivery specifications by SPA were determined by the agency proposal and fair share allocation. Specifications shall be adhered to as a means to meet the HIV Prevention Plan 2005-2008 goals.

SERVICE DELIVERY SPECIFICATION BY ETHNICITY					
African-American	Asian and Pacific Islander	Latino	White	American Indian	TOTAL
30%	**5%**	**35%**	**25%**	**5%**	**100%**

Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2000 as reported in the 2004 addendum to the HIV Prevention Plan 2000 and agency proposal. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.

SCHEDULE 6

BEING ALIVE: PEOPLE LIVING WITH HIV/AIDS ACTION COALITION

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

CRYSTAL METHAMPHETAMINE PROGRAM

	Budget Period Date of Board Approval through June 30, 2008
Salaries	$3,600
Employee Benefits	$ 728
Total Employee Salaries and Benefits	$4,328
Operating Expenses	$2,448
Capital Expenditures	$ -0-
Other Costs	$1,224
Indirect Cost	$ -0-
TOTAL PROGRAM BUDGET	$8,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 7

BEING ALIVE: PEOPLE LIVING WITH HIV/AIDS ACTION COALITION

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

CRYSTAL METHAMPHETAMINE PROGRAM

	Budget Period July 1, 2008 through March 31, 2009
Salaries	$5,400
Employee Benefits	$1,092
Total Employee Salaries and Benefits	$6,492
Operating Expenses	$3,672
Capital Expenditures	$ -0-
Other Costs	$1,836
Indirect Cost	$ -0-
TOTAL PROGRAM BUDGET	$12,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.